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## The Solicitors' Journal and Weekly Reporter.

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### Current Topics.

#### New Rules of the Supreme Court.

WE PRINT elsewhere some new Rules of the Supreme Court  
relative to the procedure for the purpose of giving effect to any  
commission or letter of request from any British tribunal out  
of the jurisdiction and to a *Commission Rogatoire* or letter of request,  
as mentioned in rule 54 of order 37 of the Rules of the Supreme  
Court. The rules come into operation at once.

#### The Proposed Committee.

MOST SOLICITORS will by this time, we imagine, have become  
convinced that the secret meeting and the authorized account of  
it were a mistake. In place of stifling public discussion, they  
have set the lay Press so keenly to work on the subject of the  
conduct of solicitors' business that even members of the Council,  
present and past, have felt themselves compelled to say in print  
what they might well have said at the meeting. Mr. CHARLES  
STEWART (Markby, Stewart, & Co.), a former member of the  
Council, writes to the *Times* to express his agreement with the  
large section of the profession who consider that active steps on  
the part of the Law Society's Council are requisite to promote  
a better system of cash accounts between solicitors and their  
clients. And Sir JOHN GRAY HILL, as one might have expected  
from the observations on the subject in his admirable presiden-  
tial address in 1903, has expressed in the columns of the same  
journal his disagreement as a private member with every word  
uttered by Mr. SAMSON, the opponent of the resolutions at the  
recent meeting. He says, moreover, that this gentleman was not  
put forward by the Council to oppose the motion, and further, that  
at the beginning of the meeting the President stated that the  
Council had no objection to the proposed committee, and had  
agreed to appoint four of its own members to serve on it, if  
agreeable to the meeting. Unfortunately the President's obser-  
vations were uttered in such a tone as not to reach the greater  
number of those present; and we have little doubt that most  
of those who voted were under the impression that the  
Council were opposed to the appointment of a committee. It  
is to be observed that the official account of the meeting, while  
giving prominence to Mr. SAMSON's opposition, contained no  
reference to this important statement. It is satisfactory to  
learn that the Council, after many vacillations, arrived at the  
conclusion mentioned in Sir JOHN GRAY HILL's letter, and now

there can be no possible reason why all the members of the society should not vote on the poll in favour of the appointment of the proposed committee.

#### The Public Trustee Act.

ONE of the measures to which the Royal Assent was given at the close of the recent session was the Public Trustee Bill, but as the date fixed for its commencement is the 1st of January, 1908, there will be a year for making the arrangements required for this important innovation. The measure is, of course, very different from the crude proposals which were originally put before Parliament, and in particular section 4, providing for the appointment of the public trustee as custodian trustee only, which has been incorporated since the introduction of the first Bill, should do a good deal to mitigate the trouble and inconvenience caused by the invasion of the domain of private trusts. Moreover, the Act has been stamped as a measure peculiarly suitable to the case of small trusts by the express provision that the public trustee shall not decline to accept any trust on the ground only of the small value of the trust property. We shall not be surprised if in practice the operation of the Act is confined to cases where the public trustee is appointed as custodian trustee only and to cases of small estates. The advantage to the beneficiaries of having to deal with private managing trustees will be likely to perpetuate the private trustee in all trusts of any importance, unless for special reasons it is impracticable to obtain individuals to fill the office. And it is to be noticed that, to obtain a custodian trustee, it will not be necessary to have recourse to the public trustee. The last sub-section of section 4 permits the appointment as custodian trustee of "any banking or insurance company or other body corporate entitled by rules under this Act to act as custodian trustee, with power for such company or body corporate to charge and retain or pay out of the trust property fees not exceeding the fees chargeable by the public trustee as custodian trustee." The working of this provision will depend, of course, upon the nature of the rules made under it; but if these are framed with the intention of giving proper effect to the intention of the Legislature, it should be possible to obtain the appointment of a custodian trustee without the necessity of having any dealings with a public office.

#### The Latest Changes in the Public Trustee Bill.

A CERTAIN number of changes were made in the Public Trustee Bill after its consideration by the House of Lords, but these were chiefly in the nature of drafting amendments. The provision that a custodian trustee shall have the custody of all securities and title-deeds has been qualified by giving the managing trustees the express right of free access thereto, with power to take copies or extracts thereof. The clause directing the custodian trustee to concur with the managing trustees in all acts necessary for the exercise of their powers of management, unless the matter in which he is requested to concur is a breach of trust, remains; but the provision that the custodian trustee should be exonerated from the duty of inquiry where the request for his concurrence was made in writing signed by all the managing trustees, accompanied by a certificate from a solicitor who was not a trustee that the matter was within the powers of the trust, has gone. As regards the appointment of the public trustee to be an ordinary trustee, section 5 goes beyond the original clause and enables the public trustee to be appointed, not only as an original or a new trustee, but also as an additional trustee. With respect to the payment of fees (section 10), a new provision has been introduced to the effect that the public trustee shall determine the incidence of the fees and expenses as between capital and income. Without such a provision a good deal of difficulty in administration must inevitably have been experienced. The provision for the amendment of the Judicial Trustees Act, 1896, by empowering a judicial trustee in certain cases to be appointed an executor or administrator has been struck out, and it is obviously more convenient that any such change should be made by a special statute and not be interpolated in a measure providing for the establishment of a public trustee. The provision for the employment by the public trustee of solicitors and other persons usually employed in the trust remains, but the words governing

the discretion of the public trustee have been enlarged so as to make the interests of the trust the dominant consideration. "In determining the persons to be so employed the public trustee shall have regard to the interests of the trust, but subject to this shall, whenever practicable, take into consideration the wishes of the creator of the trust and of the other trustees (if any), and of the beneficiaries, either expressed or as implied by the practice of the creator of the trust, or in the previous management of the trust." To the provision that persons may, in accordance with the rules, be appointed to do acts on behalf of the public trustee an important proviso has been added that this shall not confer "upon any person not otherwise entitled thereto any right to appear, or act, or to be heard in or before any court or tribunal on behalf, or instead of, the public trustee, or to do any act whatsoever on behalf, or on the instructions, of the public trustee, which could otherwise only be lawfully done by a barrister or a duly certificated solicitor." The text of the Act itself is not yet available, but we are assuming that this will be the same as the Bill amended in Committee of the House of Commons and printed on the 19th inst. As we have said, the Public Trustee Act is a very different measure from that originally introduced, but its actual working must now be left to the test of experience.

#### The Carriers Act, 1830.

AN INTERESTING case under the Carriers Act, 1830, was tried the week before last in the King's Bench Division in *Miller v. London and North-Western Railway Co.* The plaintiff placed a small box containing jewellery inside her trunk when about to travel on the defendants' railway. The jewellery, which was over £100 in value, disappeared, and she sued the company for damages. She had not declared the contents of her trunk, and, therefore, *prima facie* the company were not liable for the loss. The Act, however, does not protect the carrier where the loss arises from any felonious act of any servant of the carrier, and the plaintiff's case was that her property had been stolen by a servant of the company. She was, however, unable to give any evidence pointing to guilt on the part of any individual servant, and rested her case on the fact that a felony had been committed and the probability that the guilty person was a servant. Such evidence, however, is not sufficient, and she was non-suited. What evidence is sufficient? is a question which has been discussed several times in the courts. In *Vaughton v. London and North-Western Railway Co.* (L. R. 9 Ex. 93) it appears to have been held that in such cases a plaintiff can recover where the evidence shews that a felony was committed, and the facts are more consistent with the guilt of some servant of the company than the guilt of any person not in the company's employment. This case, however, has not been fully approved of, and in *M'Queen v. Great Western Railway Co.* (L. R. 10 Q. B. 569) and *Turner v. Great Western Railway Co.* (34 L. T. 22) it has been commented upon, and the law has been clearly laid down. From these two last-mentioned decisions it is clear that it is not sufficient for a plaintiff to shew that it was more likely that a servant of the company stole his property than that any one else did. Where A. is being prosecuted for a felony and the prosecution cannot go further than to prove that either A. or B. must have committed the crime, and that of the two it was probably A., it is clear A. cannot be convicted. So, to deprive the carrier of the protection of the Act, there must be evidence that some one of their servants is guilty of the felony. The burden of proof is on the plaintiff; and though he need not go so far as to prove that an individual whom he names and identifies is the guilty person, he must give evidence establishing a *prima facie* case that the guilty person must have been a servant of the company. Thus, if he proves that several servants of the company had access to the parcel robbed, but that no one outside the company's service had such access, the plaintiff will have proved his case. But it is not enough to prove merely that the company's servants had much better opportunities for committing the crime than any outsider had. If there is any reasonable degree of probability that an outsider may be the guilty person, the action cannot succeed. The judgment in *Metcalf v. London, Brighton, and South Coast Railway Co.* (27 L. J. C. P. 333), when examined, does not appear to be inconsistent with this view of the law, but it is to



be noticed that the head-note of this case is very misleading, and goes much farther than is warranted by the reported words of the judges.

#### Payment of Interest by Devisees of Real Estate.

IN THE recent case of *Re Lacy* (ante, p. 67), KEKEWICH, J., had before him the familiar but difficult question as to the effect of payment of interest on the debt of a testator in keeping alive the debt as against persons other than the one who makes the payment. In certain cases it is clear that the payment of one person ought to affect others than himself. Where, for instance, he is tenant for life of an estate, and pays the interest on a mortgage on the estate, this keeps alive the mortgage debt as against the remainderman. The tenant for life represents the estate, and he is the person by whom the payment should be made, and it is natural that his payment should bind all persons interested in the estate. But in *Roddam v. Morley* (1 De G. & J. 1), where this point was decided, the principle enunciated went further and affirmed that payment by any person liable kept the debt alive as against all other persons interested. "I have come to the conclusion," said Lord CRANWORTH, C., that when a part payment or payment of interest has been made, which has the effect of preserving any right of action, that right will be saved, not only against the party making the payment, but also as against all other parties liable on the specialty." On the other hand, in *Coope v. Cresswell* (L. R. 2 Ch. 112) Lord CHELMSFORD, C., declined to admit that this principle went beyond the case of tenant for life and remainderman, and he held that a payment by personal representatives and trustees of part of the testator's real estate for payment of debts did not keep alive the debt against the devisee of another part of the real estate. The conflict between these two cases has long been recognized, and in *Re Chant* (53 W. R. 526; 1905, 2 Ch. 225), WARRINGTON, J., adopted the principle of *Roddam v. Morley* in preference to *Coope v. Cresswell*, and held that a payment by the devisee for life of one part of the testator's real estate kept the debt alive, not only as against the persons entitled to that part in remainder, but also as against the devisees of other real estate. On the other hand, in the earlier case of *Re England* (43 W. R. 491; 1895, 2 Ch. 100) KEKEWICH, J., followed *Coope v. Cresswell* (supra) and held that a payment of interest by the devisee of real estate (if such payment was to be deemed to have taken place) would not keep alive a claim against the personal estate. In the present case of *Re Lacy* a testator devised part of his real estate to his son charged with the payment of a mortgage debt. He devised other part to trustees on trust for his wife for life, and then to sell and divide the proceeds among his four daughters. The testator died in 1871. His son regularly paid interest on the mortgage until 1904, when the security was found to be deficient. The mortgagees then commenced proceedings to have the proceeds of sale of the other real estate made available for the balance of the debt, and the question accordingly arose whether the payment of interest by the devisee of the mortgaged estate kept the debt alive against the other real estate. KEKEWICH, J., following his own previous decision in *Re England*, held that it did not, and the diversity of opinion is thus accentuated.

#### Services Rendered by Relative to Testatrix in Expectation of Remuneration.

THE CASE of *Russell v. McClymont*, decided by the Court of Sessions in Scotland on the 24th of May, is another of the numerous cases in which a relative who has expended money, or rendered services, for the benefit of a testator sets up a claim against his estate after his death. It appeared that the testatrix died on the 29th of November, 1899, and that for three years prior to her death she had been in such a state of bodily and mental weakness as necessitated constant attendance and nursing. During this period of three years she was most efficiently attended to and nursed by her niece, the plaintiff. In return for this nursing and attendance, she received her clothes and a home in her aunt's house. According to her statement in court, she did not ask for wages, knowing that her aunt was aware that she was in narrow circumstances, and being fully persuaded that she would remunerate her in her will, or in some other way make her a recompense. The testatrix in fact suffered from senile dementia; the services

of the plaintiff were unremitting and efficient, and but for these services it might have been necessary to employ two trained nurses during the last years of her life. Being disappointed under the will, and seeing that other relatives not nearer than herself, who had rendered no such arduous services as she did, were receiving as large or a larger share of the estate, the plaintiff put forward her claim for wages. It may be added that the will was executed long before the illness of the testatrix, and during her illness her mental power was so impaired that she was unable to fully estimate the services rendered by the plaintiff or to arrange to remunerate them adequately. The argument for the plaintiff was that an express agreement for wages was not necessary; that services having been rendered, there was a presumption that remuneration was due, and that the facts were sufficient to overcome any presumption that the pursuer's claim was satisfied by the testamentary provisions in her favour. For the defence, it was urged that she was not in the position of a servant but of an adopted daughter, and that, although what she did for her aunt was meritorious and valuable, it was not done as a servant. The court were compelled to reject the plaintiff's claim. She came to her aunt as an adopted daughter. She nursed her aunt herself as a daughter might have done. She could not enforce a claim in law for wages for doing so.

#### The Proper Mode of Addressing a County Court Judge.

THE REVEREND SYDNEY SMITH, in an assize sermon delivered at York, dwells upon the importance in a judge of courtesy to all men. A judge, says the reverend gentleman, "should on all occasions abstain from unnecessary bitterness and asperity. His words should be weighed, because they entail no evil upon himself and much evil upon others. The language of passion is not the language of a judge. There is a propriety of rebuke and condemnation, the justice of which is felt even by him who suffers under it; but when magistrates under the mask of law aim at the offender more than the offence, and are more studious of inflicting pain than repressing errors, the office suffers as much as the judge." County courts did not exist in the days when this sermon was delivered, but the expressive language which we have quoted may be applied to judges of the inferior as well as the superior courts. We read that a county court judge some days ago, having been addressed by a witness as "My dear Sir," told him that if he repeated that mode of address he would spend Christmas in prison. We are bound to suppose that the judge was speaking seriously, but when we consider the condition in life of those who are hurried through their evidence in the local court, and their ignorance of the usages of the legal profession, we cannot but think that the "propriety of rebuke" was absent. As a contrast to what the judge resented as shewing a want of respect for his office, we were told by the registrar of one of the metropolitan county courts that the suitors who appeared before him in undefended cases were accustomed to address him as "My lord." The explanation in both this and the preceding case may probably be given in the words of Dr. Johnson, "Ignorance, pure ignorance."

### Is a Disseisor of Land Bound by Equities Incumbent on the Disseisee?

I.

(A criticism of the case of *Re Nisbet and Potts' Contract* (FAREWELL, J., 1905, 1 Ch. 391; C. A., 1906, 1 Ch. 386).)

THE reader may think that any discussion of the above question in the twentieth century must be purely academic, and would be more suited to the days of real actions, or at least to the bygone time when proceedings in ejectment were commenced in the name of JOHN DOX against the real defendant's "loving friend," the casual ejector. But the above-mentioned case of *Re Nisbet and Potts' Contract* shews that this question may be raised in an acutely practical form under the legal system inaugurated by the Judicature Acts, and further, that its solution is a matter of

extreme importance both to conveyancers and to landowners. In that case the court considered the question in one aspect only, and answered it with regard to the particular circumstances of the case. But the writer will contend, with the greatest respect for the learned judges who took part in that decision, that the solution there arrived at was highly unsatisfactory, and that the reasons alleged in the judgments of the court are at variance with the first principles of English law.

For our present purpose the case of *Re Nisbet and Potts' Contract* may be shortly stated as follows: In 1903 POTTS bought land of NISBET under a special condition providing, in effect, that a deed of conveyance of the 11th of August, 1890, which shewed that the conveying party had acquired a title under the Statute of Limitations by thirteen years' adverse possession, should be accepted as the root of title. POTTS ascertained *alibi* that by a deed of the 9th of November, 1867, former owners of the land had entered into restrictive covenants relating thereto. He maintained that this was an objection to the title entitling him to rescind the contract. The vendor contended that he himself had purchased without notice of the restrictions, and that, having regard to this and to the fact that his own and his vendor's title was founded on adverse possession, the restrictive covenants no longer bound the land. As the vendor would not give way, the purchaser took out a vendor and purchaser summons for a declaration that a good title had not been shewn and for a return of the deposit. It appeared that the vendor, when he bought in 1901, had accepted a title commencing in 1878, and had no actual notice of the restrictive covenants, but would have obtained notice of them if he had insisted on a forty years' title. In these circumstances it was held, both by FARWELL, J., and the Court of Appeal, that the vendor could not maintain that he had purchased without notice of the covenants. On this point it is most respectfully submitted that the learned judges' decision was quite right. It has long been settled that a purchaser, who submits to buy under special conditions restricting the rights he would have had under an open contract to investigate title, is affected with constructive notice of all equities of which he would have had notice if he had investigated the title for the period allowed by an open contract. Nor is this rule at all modified by the fact that the vendor's title was partly acquired under the Statute of Limitations; for it is equally well established that, where a vendor entitled through twelve years' possession under the Statute of Limitations sells under an open contract, he cannot make a good title by simple proof of his twelve years' possession, but must abstract the title of his dissee and his predecessors till a total period of forty years from the date of the contract is made up. The reason, of course, is that the Statute of Limitations does not confer on a dissee a good title against all the world, but only extinguishes the dissee's title. The vendor, therefore, would have to prove that the dissee was seized in fee, free from incumbrances, and was under no disability, and that he, the vendor, had been in possession for twelve years without acknowledgment of the other's title. Clearly, then, a purchaser from such a vendor would have notice of all equities incumbent on the dissee and discoverable by investigation of the dissee's title. But whether such vendor and purchaser would be bound by such equities—that is, whether such equities could be enforced against them—is an entirely different point. As above mentioned, the vendor in *Re Nisbet and Potts' Contract* contended that he and the purchaser from him would not be so bound; but in both courts this contention was rejected, and the purchaser's objection to the title was upheld. It is the reasons given for this decision which the writer has the temerity to find unsatisfactory and opposed to established legal principles.

FARWELL, J., based his decision on the ground that restrictive covenants entered into by a landowner with an adjoining proprietor bind the land in equity and give to the covenantee and his heirs an equitable interest in the land enforceable against all subsequent owners thereof, quite irrespectively of their having notice thereof, subject only to this—that subsequent purchasers taking the legal estate for value may prove that they took without notice of the covenants, and, if they succeed, shall hold the land free from the burden thereof. He also gave the opinion that the restrictive covenants were paramount to the estate of the dissee; and that the case was analogous to that

of a dissee entering upon land subject to a legal easement, such as a right of way or light, in which case there is no doubt that the dissee takes the land as he finds it, subject to the easement, notwithstanding that the easement was granted by the dissee himself. For this last reason he considered that the Statute of Limitations had not extinguished the title of the persons entitled to the benefit of the restrictive covenants, and that the covenants still affected the land in the vendor's hands.

In the Court of Appeal, COLLINS, M.R., ROMER, L.J., and COZENS-HARDY, L.J., all expressed the opinion that the restrictive covenants bound the land in equity, and created an equitable interest in the land enforceable against all subsequent owners thereof, except only purchasers of the legal estate for value without notice; and they held that, for this reason, the burden of the covenants was incumbent on the dissee. COLLINS, M.R., also pointed out that the Statute of Limitations only bars rights of entry on and actions to recover land, and only extinguishes the title of persons who had *such rights*. ROMER, L.J., said that the covenantor who entered into the restrictive covenants was not "a trustee in any sense of the land for the covenantee, or any part of it, or of any estate in it." He derided the idea that a successful trespasser for twelve years should be placed in a better position than an ordinary owner. COZENS-HARDY, L.J., remarked: "The suggestion which is at the root of the appellant's argument is this, that a squatter can wholly disregard restrictive covenants affecting a building estate. This is so startling a proposition, and so wide-reaching, that it must be wrong."

The writer most respectfully contends that, prior to this decision, the following was the accepted doctrine of English law with respect to the binding force of trusts, equitable interests, or equities of any kind upon landowners or the lands they hold: (1) Equity acts *in personam*, so that no equitable interest or right can, strictly speaking, be anything more than *jus in personam*—that is to say, a right against a particular person, and what is more, a right only to some particular conduct, to some act or forbearance on that person's part, and not a right to or against any particular corporeal thing, whether land or chattel. Equities are, in fact, of the same nature exactly as obligations. (2) It was, however, established that trusts and other equities in respect of land should be enforceable against all persons taking the estate of the trustee, or person bound by the equity, by devolution in or operation of law, by gratuitous assignment, or by purchase with notice of the equity; consequently such trusts and equities were considered *in equity* as amounting to equitable estates or interests, and, in a certain sense, as binding the land; but this implied no more than that the persons who had the benefit of the trust or equity should in equity be regarded as against all persons bound thereby, as being the owners of the like estates or interests as if the trust or equity had been executed—i.e., carried out by a conveyance giving an estate or interest at law. (3) The notion so arrived at of equitable ownership is, of course, based on the equitable doctrine that what is agreed to be done shall be considered for some purposes as actually accomplished; but before the decision in *Re Nisbet and Potts' Contract* it has never been allowed that equitable ownership is of the same character as legal. All legal rights over land, whether in the nature of ownership, rents, or easements, are *jura in rem*; they are enforceable against the land itself directly, irrespectively of the person for the time being in possession or of the manner in which he got possession; and they are available against all the world. But equitable estates and interests are not directly enforceable against the land, irrespectively of its possessor, nor against all the world. They are only enforceable against the persons on whose conscience the original trust or equity is incumbent, and they are only available against some, but not all, subsequent possessors of the land. They are therefore not *jura in rem*, not true proprietary rights at all, but are only personal obligations running with land to a limited extent. This is apparent from the fact that if the land is sold and conveyed by a trustee to a purchaser for value for a legal estate, the latter at once acquires the entire legal ownership, whether he had notice of the trust or not; for the courts of law would never recognize trusts or other equities. And if he bought without notice, he takes the land free from any equitable



burden. The reason for this is, not that the trust really gave a right against the land, which he can repel (for if the equity had created a real proprietary right, how could purchase for value be any defence?); but it is that courts of equity recognize that the trust is not rightly incumbent on his conscience, that it would be unjust to enforce the obligation of the trust against him personally, and so will not compel him to hold the ownership, which he has already completely acquired at law, for the use of the persons entitled under the trust. Furthermore, the general rule was that trusts are only enforceable against the persons who take the trustee's estate. It was a question therefore whether a lord, taking by escheat, was bound by a trust. And it was judicially considered that a disseisor was not bound by a trust.

Now, with respect to all these propositions, except the last, it is submitted that they are elementary and well established. It would be too tedious to support them by detailed reference to the authorities. They are fully borne out by the statements made and authorities cited in Mr. CHARLES BUTLER's note on Trusts, Co. Litt. 290b, n. (1), and Mr. LEWIN's well-known treatise, pp. 10-16, 215-217, 556 *seq.*, 699 *seq.* (6th ed.); 8-14, 270-272, 847 *seq.*, 1074 *seq.* (11th ed.). But one short statement of Mr. BUTLER's is so apposite that it may be cited in full: "He who hath a trust hath neither *jus in re* nor *jus ad rem*; but only a confidence and trust, for which he hath no remedy at the common law, but only a remedy by a *subpoena* in Chancery. This is the important distinction between trusts and commons, rents, and such-like hereditaments. These follow the lands, into all the hands to which they come; so that if a person is deforced, still the land in the hands of the deforcestor is subject to the rent, or common, with which the land is charged. But, generally speaking, it is otherwise with respect to a trust, unless the estate of the deforcestor, from his having notice of the trust, or upon some other ground, is, in the consideration of a court of equity, considered as charged with the trust."

Two points remain to be considered: (1) Is a disseisor subject to a trust? (2) Are the rights given by restrictive covenants essentially different in their nature from the equitable estates conferred by a trust, or are they of the same nature exactly—*i.e.*, no more than equitable obligations incumbent on some, but not all, of the persons, to whose hands the land may come, and not proprietary rights at all?

As to the first of these points: In *Sir Moyle Finch's case* (4 Inst. 85) which was that of a bill in Chancery referred to the consideration of all the judges of England, it was resolved, first, that a disseisor is subject to no trust, nor is any *subpoena* maintainable against him, not only because he is not in the *post*, but because the right of inheritance or freehold is determinable at the common law and not in Chancery, neither had *cestui que use* (while he had his living) any remedy in that case. Here it was distinctly considered that a disseisor should be no more subject to trusts than he had been to uses, with regard to which the law is stated as follows by PORHAM, C.J., in *Chudleigh's case* (1 Rep. 139b): "The reason why a disseisor should not stand seised to an use was, because *cestui que use* had no remedy by the common law for any use, because his remedy was only in Chancery; and because the right of a freehold or inheritance could not be determined in Chancery, his title should not be drawn into examination there; and for this reason a disseisor shall not be compelled in the Chancery to execute an estate to *cestui que use*, but *cestui que use* shall compel his feoffees in the Court of Chancery to enter upon the disseisor or to recover the land against him at the common law, and then the Chancery will compel the feoffees to execute the estate according to the use."

As we have seen, Mr. CHARLES BUTLER takes the very case of disseisin as the most apt illustration of the difference between the equitable interests created by a trust and the true proprietary rights enjoyed by the owners at law of incorporeal hereditaments. Lord ST. LEONARDS emphasizes the same point (*Sug. Gilb. Uses*, 429, note (61)): "At this day every one is bound by a trust who obtains the estate without a valuable consideration, or even for a valuable consideration, if with notice, unless perhaps the lord by escheat. But persons claiming the legal estate by an actual disseisin, without collusion with the trustee, will not be bound by the trust. There-

fore if I oust A., who is a trustee for B., and a claim is not made in due time, A will be barred, and his *cestui que trust* with him, although I had notice of the trust." And upon these authorities Mr. LEWIN bases the following statement (*Lewin on Trusts*, 15 (6th ed.), 13 (11th ed.): "A trust is annexed in *privity* to the estate—that is, must stand or fall with the interest of the person by whom the trust is created; as, if the trustee be disseised, the tortious fee is adverse to that impressed with the trust, and therefore the equitable owner cannot sue the disseisor in Chancery, but must bring an action against him at law in the name of the trustee." Again, after stating that "the universal rule (as trusts are now regulated) is that all persons who take *through or under the trustee* (except purchasers for valuable consideration without notice) shall be liable to the trust, Mr. LEWIN points out that "a disseisor is not an assign of the trustee either in the *per* or in the *post*, but holds by a wrongful title of his own and adversely to the trust": pp. 215, 219 (6th ed.), 270, 274 (11th ed.).

If a trustee, having been disseised, fails to assert his right of entry or action within the time limited by the Statute of Limitations, the general rule is that the *cestui que trust* is barred. This proposition may be supported by the authority of Lord HARDWICK (*Lewellin v. Mackworth*, 2 Eq. C. A. Abr. 579, pl. 8), Lord REDESDALE (*Hovenden v. Annerley*, 2 Sch. & Lef. 607, 629), and Lord MANNERS (*Pentland v. Stokes*, 2 Ball & B. 63, 75), and by the decision in *Burroughs v. McCright* (1 Jo. & Lat. 290). And Mr. LEWIN (pp. 709, 721 (6th ed.), 1087, 1038, 1104 (11th ed.)) states the rule to be that where both *cestui que trust* and trustee are out of possession for the time prescribed by the Statutes of Limitations, the former suffers for the neglect of the latter, and is barred; and he points out that, where the subject-matter of the trust is land, and the trustee has been disseised, and trustee and *cestui que trust* have both been out of possession, there is generally no remedy in equity, and the proper course is for the *cestui que trust* to bring ejectment in the name of the trustee. He remarks, however, that the question remains whether, in cases where the *cestui que trust* would, if his title were legal, have more than the ordinary time to sue (as where he is under disability or entitled in remainder only), he will be allowed the same extended period for suing in equity, notwithstanding that the trustee may be barred. This question is also discussed as a very difficult and undecided point in Darby and Bosanquet on the Statutes of Limitation, 418-425 (2nd ed.). It may be pointed out that, if a disseisor were in all cases bound by any trust incumbent on the disseisee, no such question could possibly arise.

As to the first point, then, we have a clear judicial decision, and the opinion of three eminent real property lawyers, that a disseisor of land is not bound by a trust. It is evident, therefore, that Lord Justice ROMER's contempt and Lord Justice COZENS-HARDY's surprise for and at the notion that a disseisor should be in a better position than his disseisee were prematurely expressed. Is all remembrance lost of the august position accorded by the common law to a disseisor of land? He is in, the disseisee is out; he has the estate in the land, the disseisee has no estate, nothing but a right of peaceable (not forcible) entry or else the right to bring an action in which he has to sustain the *onus* of proof and must recover by the strength of his own title. The disseisor is seised and, what is more, he is seised in fee; for an estate gained by wrong is always an estate in fee simple. "Wrong is unlimited and ravens all that can be gotten, and is not governed by the terms of estates, because it is not contained with rules": Hob. 323; Co. Litt. 180b, n. (7); Joshua Williams on Seisin, 7, 8. May the writer suggest another explanation? "English law seems to accept to the full this theory: Every title to land has its root in seisin; the title which has its root in the oldest seisin is the best title": Pollock and Maitland Hist. Eng. Law, ii. 46, and see p. 79. And in English law all things are presumed to have been rightly done. May it not be conjectured that the English law, in its great respect for possession, held that he who took possession of land should be seised in fee, because until he was removed by process of law it should be presumed that he entered lawfully in virtue of some earlier title, some older seisin—that is, by title paramount

to the disseisee's? And if this be the theory of the law, it seems to be a necessary consequence that a disseisor, so long as he remains in undisturbed possession, whether the time fixed by the Statute of Limitations has elapsed or not, shall not be bound by any trust incumbent on the disseisee. If this conjecture be thought fanciful, it is at least submitted that in the passages above cited from *Finch's case* and *Chudleigh's case* the judges plainly recognized that a disseisor was one who should be accorded the possibility of proving that he came in by a better title than the disseisee and might lawfully hold the land for his own use, that the proper forum for the trial of this question was a court of common law, and that until it were otherwise so determined, no process ought to issue out of a court of equity against the person of the disseisor to compel him to observe any use or trust incumbent on the disseisee. At all events it is contended that, if the disseisee leaves the disseisor in undisturbed possession for so long a time that the former's rights and title are extinguished by the Statute of Limitations, it is not unreasonable, and it is in accordance with the spirit of English law, to presume that the disseisor entered lawfully by title paramount to the disseisee's. Or this view may be propounded, that as the disseisee's title is extinguished, the root of the disseisor's title is his taking possession, his occupancy of the land; and that occupancy and the exercise of sovereign authority are the only two methods known to the English law of gaining an original title of ownership, irrespective of any previous title: see Williams on Personal Property (15th ed.), 45-48, 516. The disadvantageous position of the disseisee, as compared with that of the disseisor, and the fact that a disseisor may in truth come in under an earlier title than the disseisee's, are well illustrated in the cases of *Doe v. Carter* (9 Q. B. 863) and *Doe v. Barnard* (13 Q. B. 945).

Then have the Judicature Acts made any difference in this respect? It is thought not. It is considered that they merely allow legal and equitable remedies to be enforced in the same court, but have not changed the nature of equitable as opposed to legal rights, and only secure by the jurisdiction of one court the same (but no greater) prevalence of equitable over legal rights as was formerly obtained by the action of the Court of Chancery against persons who exercised their legal rights in violation of the rules of equity: *Salt v. Cooper* (16 Ch. D. 544, 549), *Joseph v. Lyons* (15 Q. B. D. 280), *Hallas v. Robinson* (ib. 288), *Warren v. Murray* (1894, 2 Q. B. 648). Under the present procedure the test of obtaining relief in the High Court of Justice against any person is whether the rules of common law or equity gave any cause of action against him. If not, there is (apart from statute) no ground for proceeding against him: *Companhia de Mocambique v. British South Africa Co.* (1893, A. C. 612). But the writer respectfully submits that, since legal and equitable remedies are now enforceable in the same court, there is even greater need than before that legal and equitable rights should be subjected to a searching and correct analysis, and that equitable obligations should be clearly distinguished from legal proprietary rights.

T. CYPRIAN WILLIAMS.

(To be continued.)

## Reviews.

### Books of the Week.

Outlines of Banking Law: with an Appendix containing the Bills of Exchange Act, 1882, the Bills of Exchange (Crossed Cheques) Act, 1906, the Bankers' Books Evidence Act, 1879. By RICHARD RINGWOOD, Esq., M.A., Barrister-at-Law. Stevens & Haynes.

## New Orders, &c.

### Rules of the Supreme Court.

Order 37, Rule 59.

1. Order 37, Rule 59, is hereby annulled, and the following Rule shall stand in lieu thereof:—

Rules 54 to 58 of this Order shall apply as far as may be to applications under the Evidence by Commission Act, 1859 (22 Vict. c. 20), for the purpose of giving effect to any Commission or letter of request

from any British tribunal out of the jurisdiction; except that in such cases the depositions certified as above provided, and letter of request, if any, shall be forwarded by the Senior Master to His Majesty's Secretary of State for the Colonies, or, in the case of a letter of request from a Judge of an Indian Court, to His Majesty's Secretary of State for India.

Order 37, Rule 60.

2. Where a Commission Rogatoire, or letter of request, as mentioned in Rule 54 of this Order, is transmitted to the Supreme Court by His Majesty's Secretary of State for Foreign Affairs with an intimation that it is desirable that effect should be given to the same without requiring an application to be made to the Court by the Agents in England of any of the parties to the action or matter in the foreign country, the Senior Master shall transmit the same to the Solicitor to the Treasury, who may thereupon with the consent of His Majesty's Treasury, make such applications and take such steps as may be necessary to give effect to such Commission Rogatoire, or letter of request, in accordance with Rules 54 and 58 of this Order.

3. These Rules may be cited as the Rules of the Supreme Court (December) 1906, or each Rule may be cited by the heading thereof with reference to the Rules of the Supreme Court, 1883, and whereas the immediate operation of these Rules is urgent, these Rules shall come into operation forthwith.

Copies of the above Rules may be obtained at the Lord Chancellor's office.

## CASES OF LAST SITTINGS.

### Judicial Committee of the Privy Council.

Re S. B. SARBADHICARY (AN ADVOCATE). 4th and 5th Nov.; 14th Dec.

ADVOCATE—ALLEGED PROFESSIONAL MISCONDUCT—ARTICLE WRITTEN AND PUBLISHED BY ADVOCATE AS EDITOR REFLECTING ON THE JUDGES OF THE HIGH COURT—CONTEMPT—SUSPENSION FROM PRACTICE—REASONABLE CAUSE—JURISDICTION TO ORDER PROFESSIONAL PUNISHMENT.

This was an appeal *ex parte* to his Majesty in Council by Mr. S. B. Sarbadhicary, who was called to the English bar at Gray's Inn, and was also a member of the Indian bar. He appealed from an order of the High Court of Judicature at Allahabad, dated the 5th of July last, suspending him from practising as an advocate in that court for four years. The facts, so far as material, were that while the appellant was arguing a criminal case before Mr. Justice Richards, the latter interrupted him and ordered him to "hold his tongue." The appellant subsequently wrote an article in a local paper—the *Cochrans*—of which he was the editor, reflecting upon judges of the High Court. A few days after the article appeared he was summoned by notice from the High Court calling upon him to shew cause why his name should not be removed from the roll of advocates or against such other order as the court should seem meet. The case was argued on the 25th of June, when the court reserved judgment. Before judgment was pronounced, the appellant wrote a letter to the Chief Justice expressing "his unfeigned and deep regret at the publication of matters considered to be derogatory to the judges and calculated to bring the administration of justice into contempt," stating that he had acted without deliberation and on sudden impulse, and asking the court to accept his apology. The High Court, having regard to the fact that he had previously been suspended for three months in similar circumstances, and holding that in what he had done he had been guilty of professional misconduct, made the order against which this appeal was brought. The appellant appeared in person, and submitted that the order was one which the High Court had no jurisdiction to make, because (*inter alia*) it applied only where the offence was misconduct in a professional capacity. The matters alleged against him were done in his journalistic character of editor of the *Cochrans*. Punishment on an editor should affect the offender in that capacity, whereas the punishment ordered could not have been passed on him *qua* editor at all. It was therefore punishing him *qua* advocate for misconduct committed by him *qua* editor.

Their lordships (Lord DAVEY, Lord ROBERTSON, Sir ANDREW SCOBLE, and Sir ARTHUR WILSON) having taken time to consider,

Sir ANDREW SCOBLE, in stating the reasons why the Council were of opinion that the appeal failed, said the appellant had submitted that the High Court had no jurisdiction to deal with him for alleged misconduct, he being a member both of the English and Indian bar, and was improperly constituted when the case was heard. In their opinion the court was properly constituted, and had therefore jurisdiction; they also thought that the publication of the article constituted a contempt which the court could regard as professional misconduct. The only question, therefore, they had to decide was whether the publication of such an article constituted "reasonable cause" for the suspension of the writer, who was an advocate, from practice. They did not intend to lay down any rule to define "reasonable cause," but they agreed with the conclusion of the High Court that there was reasonable cause for the order which was made in this case. The appellant had endeavoured to draw a distinction between his capacity as an advocate and his capacity as an editor, and had cited *Re Wallace* (L. R. 1 P. C. 283) as an authority in support of his argument. But that case was an entirely different case from the present. Here the



whole controversy arose from the misbehaviour of the appellant as advocate conducting a case before the court, and the contempt, of which he was properly found guilty, was committed in the attempt to vindicate his professional conduct in a publication for which he was solely responsible. Their lordships would say nothing as to the character of the article or as to the extent of the punishment awarded. They would humbly advise his Majesty to dismiss the appeal.

[Reported by ESKIERE REID, Barrister-at-Law.]

## Court of Appeal.

**BAGNALL v. LEVINSTEIN (LIM.).** No. 1. 13th Dec.

WORKMEN'S COMPENSATION—WORKMAN—SCIENTIFIC EXPERT—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. C. 37), s. 7, SUB-SECTION 2.

This was an appeal from an award of the judge of the Manchester County Court in an arbitration under the Workmen's Compensation Act, 1897. The applicant for compensation was the widow of Ernest H. Bagnall, who died in consequence of accidental injuries sustained by him in the course of his employment. The only question was whether the deceased was a workman within the meaning of the Workmen's Compensation Act. He had been educated at Manchester University, and had taken the degree of Master of Science, and at the age of about twenty-four he entered into an agreement of service for five years with the employers, Levinstein (Limited), who were manufacturers of dyes and chemicals. By this agreement, which was in writing, Bagnall undertook (a) to give his whole time to serve the company and endeavour to promote the success thereof to the best of his ability, and to obey all orders of those in authority in such work as might be allotted to him; (b) to live as near the works as possible; (c) to make known to those in authority and put at their disposal the entire results of his work, whether the same might lead to the improvement of existing methods of manufacture or whether they concerned the production of new bodies, the company being entitled to make use of his research and its results as they thought fit; (d) to keep all affairs relating to the business of the company which might come to his knowledge, as well as his own researches and their results, strictly secret; (e) not, without the consent of the company, for a period of twelve calendar months after the termination of his engagement to start a works for the manufacture of the same products or start a similar business; (f) not, without consent, for a period of five years to publish anything referring to the methods of manufacture of the company or the principles on which the methods were based. The company agreed (a) to pay Bagnall the yearly sum of £200 for the first year, £215 for the second year, £230 for the third year, £245 for the fourth year, and £260 for the fifth year, the said salary to be payable monthly; (b) to pay him a commission of 4 per cent. on the net profits of all such inventions, improvements, or discoveries as should in the opinion of the company be of sufficient merit to justify a patent being taken out in respect thereof; (c) to grant him an annual holiday of three weeks. The agreement provided that Bagnall should be liable to a fine of £50 for any infringement of the conditions to be observed by him, this sum to be paid to the company for every single case of infringement. Either party was entitled to cancel the agreement by giving six months' notice in writing. It appeared from the evidence that Bagnall was for five-sixths of his time in the works, and for one-sixth in the laboratory. He used to come to work one or two hours later than the ordinary workmen. He worked under the orders of the manager. He did manual work, *i.e.*, *inter alia*, he turned on steam and put taps on for blowing over liquor which was in boxes. He was dressed like a common workman and did work which soiled his hands, working among the chemicals like the ordinary workmen, and he was exposed to all the risks that an ordinary workman was exposed to. He did, in fact, no research work. His salary was paid monthly by cheque. There was a wages book at the works, but his name was not in it. At the time of the accident he had been in the employment between three and four years. The county court judge held that the deceased was a workman within the meaning of the Act, and made an award in favour of the applicant for £300. The employers appealed.

THE COURT (COLLINS, M.R., and COZENS-HARDY L.J., FARWELL, L.J., dissenting) allowed the appeal, and directed that the case should be sent back to the county court judge to be tried again.

COLLINS, M.R., said that this case raised a mixed question of law and fact, and that if the county court judge misdirected himself in applying the law to the facts, this court ought not to allow his decision to stand. The question depended on the definition of "workman," on the agreement for employment, and on what the deceased actually did in the employment. As to the definition, he had nothing to add to what the court had already said in *Simpson v. Ebbw Vale Steel, Iron, and Coal Co.* (1905, 1 K. B. 453). That case did not give a strict definition of "workman," but he thought it indicated principles which might have afforded a guide to the county court judge in this case. As to the agreement, regard ought to be had to what the deceased was employed for. It was true that a man who had the statutory qualifications for being a workman was none the less a workman because he had acquired academic distinction in science. But the question was as to the employment; what was he employed for? If he was employed as a master of science, in order that his employers might have the benefit of his scientific attainments, he did not appear to be employed as a workman, although he might in his employment have to do manual labour. This Act of Parliament was to be construed in a popular sense, and no person using ordinary language would say that an expert in chemistry, who was employed as an expert, was a workman. The distinc-

tion which he was drawing had been drawn in *Jackson v. Hill* (13 Q. B. D. 618), a case under the Employers and Workmen Act, 1875. As to what the deceased actually did in his employment, the evidence shewed that he used to come to work later than the ordinary workmen, and that he was paid a salary and not wages, and all the evidence pointed to the conclusion that he was not engaged as an ordinary workman. The mere fact of his doing manual labour did not turn him into a workman in the ordinary sense. In his opinion the county court judge had not properly applied the law to the facts of this case, and he thought, therefore, that the case ought to go back for a new trial.

COZENS-HARDY, L.J., concurred.

FARWELL, L.J., said he could not see that the county court judge had misdirected himself or made any mistake in law, and further, he agreed with the conclusion at which he had arrived. The Legislature seemed to have shrunk from defining "workman" in this Act. Section 7, sub-section 2, said not what "workman" meant, but what it included. This agreement seemed to him to be one for the employment of a skilled workman. He should be very sorry to say that education was a bar to the benefits of the Workmen's Compensation Act. He saw nothing either in the agreement or in what the deceased did that was inconsistent with his being a workman. In fact he did no research work, and he worked under orders. He worked simply as a workman, only as a skilled workman. The case of *Jackson v. Hill*, being a decision under another Act, did not seem to him to apply to this case. He did not think that the court in *Simpson v. Ebbw Vale Steel, Iron, and Coal Co.* had intended or attempted to give an exhaustive definition of "workman."—COUNSEL, C. A. Russell, K.C., and Addington Willis; Rugg, K.C., and Albert Parsons. SOLICITORS, Chapman & Brooks, Manchester; Rowcliffe, Rawle, & Co., for Russell, Coppock, & Helm, Stockport.

[Reported by F. G. RUCKER, Barrister-at-Law.]

## High Court—Chancery Division.

**WARREN v. FOSTER BROTHERS CLOTHING CO. (LIM.).**

Warrington, J. 14th Dec.

COPYRIGHT—BOOK—SHEET OF LETTERPRESS—APPLICATION TO MONEY-BOX—COPYRIGHT ACT, 1842 (5 & 6 VICT. C. 45), s. 2.

Motion. This was a motion claiming an injunction "to restrain the defendants, their servants, agents, and workmen, from in any manner infringing the plaintiff's copyright in a book entitled 'The Clubman. To Make Pence into Shillings and Shillings into Pounds.' The plaintiff was the registered proprietor of the copyright in the said book, which consisted of a sheet of letterpress composed by himself which was placed on money-boxes. The sheet of letterpress was in the following words: 'The Clubman. To make pence into shillings, and shillings into pounds. This box is lent to you for the saving of odd pence, so that when any article is required it may be got at ready money price at the shop of tradesmen whose name is on the other side. When you have sufficient to pay for what you want, take this box to shop, have it opened, bonus added, and receive goods to total value. Use 'The Clubman' daily.' The defendants issued money-boxes adopting practically the whole of the said letterpress, with this exception, that the words 'Foster's Bank' appeared instead of 'The Clubman.' For the plaintiff it was said that this was a sheet of letterpress printed on a box. By virtue of section 2 of the Copyright Act, 1842, a sheet of letterpress was a book, and a book was the subject of copyright. The matter on the box was separately published. It was a piece of information as to the advantage which a person would get who used the box in a certain way. It was not like the case of the barometer, where the words could have no meaning except in connection with the instrument on which they were placed: *Davis v. Comitti* (52 L. T. 539, 38 W. R. Dig. 54). On the question of literary character the court was referred to *Walter v. Lane* (49 W. R. 95; 1900, A. C. 539), *Collis v. Carter* (78 L. T. 613, 46 W. R. Dig. 35). The defendants submitted that it was not the subject of copyright at all. To fall within the definition of the Act it must be a literary composition separately published, something done in itself for purpose of instruction or literary pleasure. In this case the words were merely directions how to use the box. If the words consisted of directions to be used in connection with something else they could not be the subject of copyright at all: *Hollins v. Truwell* (38 SOLICITORS' JOURNAL 706; 1894, 3 Ch. 420). The register was of great importance. It used the following words: "Being a sheet of letterpress applied to money-box." The real point was that the sheet of letterpress was not separately published at all.

WARRINGTON, J., said the plaintiff sought to obtain an injunction against the defendants with a view to protecting a claim of literary copyright. The facts were shortly these: The plaintiff had devised a means whereby a tradesman who adopted his plan might attract custom to himself. The tradesman was to hand to his customer a tin money-box, which bore on one side the name of the particular tradesman and on the other the words above set out, in respect of which literary copyright was claimed. The defendants, finding that the plaintiff's device had been a success, had adopted the same device, and had printed on one side of their box directions practically identical with those contained on the plaintiff's box, except that the words "Foster's Bank" were substituted for "The Clubman." If the plaintiff was entitled to copyright at all, there could be no question that the defendants had infringed the same. The Copyright Act, 1842, in section 2 enacted that "a book shall be construed to mean and include every volume, part or division of a volume, pamphlet, sheet of letterpress, sheet of music, map, chart, or plan separately published." The defendants' case was that the directions printed on the box, though in some sense a sheet of letterpress, were not

separately published, that they were part of the box, and the essential element in the device of the plaintiff. The defendants also said that apart from the box the words had no intelligible meaning, and referred to *Hollinrake v. Truswell* (38 SOLICITORS' JOURNAL 706; 1894, 3 Ch. 490). In that case the plaintiff claimed copyright in a cardboard pattern sleeve containing upon it scales, figures, and descriptive words for adapting it to sleeves of any dimensions. The case went to the Court of Appeal, and it was there held that it was not capable of copyright. His lordship then referred to certain passages in the judgments of Lord Herschell, L.C., and Lindley, L.J., and said they seemed exactly to cover the present case. Here the words could only be used in connection with the box; they were not mere directions for use, but formed part of this box itself, which could not be used for the special purpose for which it was intended, without reference to the directions contained on it. The certificate of registration described the title of the book as "The Clubman as applied to money-box." This in itself showed that the words were not intended to be separately published. These particular words did not come within the definition of copyright as a sheet of letterpress separately published. His lordship said nothing as to whether the words had literary merit or not. His remarks would be equally applicable if there were literary merit. The motion therefore failed, and the defendants' costs must be costs in the action.—COUNSEL, *Sebastian*; DISTURNAL, SOLICITORS, *G. B. Ellis*; *Needham, Tyer, & Barrow*, for *Dale & Co.*, Birmingham.

[Reported by EDWARD J. M. CHAPLIN, BARRISTER-AT-LAW.]

## High Court—King's Bench Division.

REX v. DE MARNEY. C.C.R. 19th Dec.

CRIMINAL LAW—EDITOR—PUBLISHING IN NEWSPAPER ADVERTISEMENTS RECEIVED FROM FOREIGN ADVERTISERS—OBSCENE LITERATURE—"PROCURING" PUBLICATION—"AID, ABET, COUNSEL, OR PROCURE"—POST OFFICE PROTECTION ACT, 1884, s. 4—THE ACCESSORIES AND ABETTORS ACT, 1861 (24 & 25 VICT. c. 94), s. 8.

Case stated by the Common Serjeant sitting at the Central Criminal Court. The point of law upon which the opinion of the court was desired was the question of criminal liability of the defendant, Edward de Marney, the editor of *Judy*, who had been convicted at the Old Bailey on a charge of sending and causing and procuring to be sent by post obscene books, photographs, &c., because he had inserted in *Judy* advertisements from foreigners resident abroad, with the names and addresses of the persons supplying these goods. A sheet of the paper containing these advertisements accompanied the case. The Common Serjeant directed the jury that if they were satisfied that the books and photographs sent to the police inspector in answer to these advertisements were obscene, and that the defendant knew at the time he published the advertisements that they were advertisements for the sale of obscene literature and photographs, and by the publication of those advertisements the defendant brought about the sale and transmission to the purchaser of the books, &c., they ought to convict the defendant, although he did not know the actual contents and details of the books, &c., sent, and that in judging of the defendant's knowledge they might consider not only the warnings of the police and the wording of the advertisements, but also the other advertisements appearing in the same issue of the paper. The jury found the defendant "guilty," and he was admitted to bail pending the consideration of this court on the question of law. On behalf of the prisoner it was submitted that as this was a charge of aiding and abetting in the commission of an offence, which by section 8 of 24 & 25 Vict. c. 94 made him a principal in the second degree, he could only be convicted as such, and the indictment was the same in effect as if he were charged as a principal with publishing and sending. It was admitted that all the persons advertising were foreigners residing abroad, and these would have been the principals in the first degree. But the court had no jurisdiction over them; they could not be apprehended even if after sending these goods to England they had come to this country. Therefore, there being no principals in the first degree, there could be no principals in the second degree. [Lord Alverstone, C.J., referred to *Du Ores v. Lambourne*, 23 Times L.R. 3.] Moreover, by publishing the advertisements the defendant did not "procure" the publishing of this literature. A sandwichman carrying an advertisement that a stage-play would be performed at a music-hall did not "procure" the performance of that play. To hold that a newspaper editor was liable as an agent for every purpose served by an advertisement would be to extend the criminal law to a dangerous extent. If that were so held, where was it logically to stop? Could it be said that an editor procured the sale at the shop of these goods? If so, the committee of a club or a newsmagist who disseminated the paper containing the advertisement, or even the man who took the paper home, might be held liable to conviction. For the Crown it was contended that the foreign advertiser who, through an innocent agent, published this literature in England was liable to English law: *Rex v. Oliphant* (1905, 2 K.B. 67). The sending of the postal packets was a continuing offence: *Rex v. Burdett* (1 State Trials N. 8. 1). Therefore, if the advertisers could be caught in England they could be prosecuted. They were therefore principals in the first degree. As to the point taken, that the publishing of these advertisements did not "procure" the publishing, &c., of this literature, the words in section 8 of 24 & 25 Vict. c. 94 were not only "procure" but "aid, abet, counsel, or

procure," and there was ample evidence of aiding and abetting to support a conviction.

Lord ALVERSTONE, C.J., in giving judgment, said the authorities showed that section 8 of 24 & 25 Vict. c. 24 was only declaratory of the common law. The point raised in the recent case of *Du Ores v. Lambourne* (*supra*) did not arise here, because the offence of which De Marney was charged was an indictable misdemeanour, while in that case it was only an offence punishable summarily. It seemed to him that here there was a publication to people who never might, or never would in some cases, have known of the existence of these things, and where they were to be obtained. Therefore the publication of this obscene literature was directly brought about by these advertisements. They had here clear evidence, because he had been fully warned by the police, that the defendant was aware of what would be the consequences of his act. He thought the direction of the learned Common Serjeant to the jury was in accordance with the law, and therefore the conviction must be affirmed.

GRANTHAM, LAWRENCE, BIGHAM, and BUCKNILL, JJ., concurred. Conviction affirmed.—COUNSEL, *Acory, K.C.*, *J. P. Grain*, and *Fulton*; *Muir and Powell*, SOLICITORS, *E. M. Lazarus*; *The Solicitor for Public Prosecutions*.

[Reported by ESKINE REID, BARRISTER-AT-LAW.]

REX v. AUDLEY. C.C.R. 19th Dec.

CRIMINAL LAW—BIGAMY—BRITISH SUBJECT—SECOND MARRIAGE CONTRACTED IN FOREIGN COUNTRY—EXCEPTIONS AND PROVISIONS IN STATUTES—NECESSARY AVERMENTS IN INDICTMENT—OFFENCES AGAINST THE PERSON ACT, 1861 (24 & 25 VICT. c. 100), s. 57.

Case stated by Kennedy, J. William James Audley was charged at the Hampshire Autumn Assizes with bigamy. The first marriage took place in England in 1905, and the second with Ellen Guilfoyle, at Gibraltar, in March, 1906, the prisoner's first wife being then alive, although he passed as a single man. The indictment was framed under the Offences Against the Person Act, 1861, which, by section 57, enacts that "Whoever being married shall marry any other person during the life of the former husband or wife . . . shall be guilty of felony . . . provided that nothing in this section contained shall extend to any second marriage contracted elsewhere than in England and Ireland by any other than a subject of his Majesty or to any person marrying a second time whose husband or wife shall have been continuously absent from such person for the space of seven years then last past, and shall not have been known by such person to be living within that time or . . ." to any person who at the time had been divorced or whose first marriage had been judicially declared void. It was found as a fact that the prisoner, a soldier, was a subject of his Majesty, but the indictment did not aver directly or indirectly that he was a British subject, and the question for the court was whether the conviction ought to be quashed on that ground. The jury had found the prisoner guilty, and he was sentenced to twelve months' hard labour, but execution of sentence was postponed pending the decision of this court on this question of law. On behalf of the prisoner counsel stated he had been asked by Kennedy, J., personally to argue this point. There was, he submitted, a distinction between exceptions and provisions in statutes. Where certain cases were excepted from the operation of the statute the indictment must show that the particular case was not within the exception. True it had been held that if there was a proviso in a subsequent part of the Act this was not necessary; but the proviso could be relied on as a defence. But this rule with regard to provisos only applied to negative averments. The general rule was that every averment necessary to show that the prisoner was within the section ought to appear, and any compliance with a specified precedent condition must be stated: *Rex v. James* (1903, 1 K.B., at p. 543). Here the prisoner had not committed the offence in section 57 unless he was a British subject, and that was not averred in the indictment: see Archbold's Criminal Pleadings (23rd ed.), p. 1167. For the prosecution it was argued that the conviction ought to stand. If the indictment as alleged was bad because this fact had not been averred, it was bad also because it did not aver that his first wife had not been absent from him for seven years or that he had not been divorced and so forth. That was not even suggested. If the prisoner was a British subject the court had jurisdiction under the section; if he was not it had no jurisdiction. In *Rex v. Bart Russell* (1901, A.C. 446) this point was raised, although it did not appear so in the reports of the case (a shorthand note of the argument was produced which confirmed counsel's statement), but the House of Lords had swept away that contention as well as others raised. In *Reg. v. Jameson* (1896, 2 Q.B. 495) Russell, C.J., at p. 491, gave a decision to the same effect. [But section 11 of the Foreign Enlistment Act, 1870, under which *Reg. v. Jameson* was decided, did not mention British subjects specifically.]

Lord ALVERSTONE, C.J., thought it was unnecessary to go into the question of exceptions and provisos at any length, because that had been done in *Rex v. James* (*supra*). He referred to a passage there cited in Lord Mansfield's judgment in *Rex v. Jarvis* (1 East 646n), that it was a known distinction "that what comes by way of proviso in a statute must be insisted on by way of defence by the party accused; but where exceptions are in the enacting part of a law it must appear in the charge that the defendant does not fall within any of them." He did not think it was possible to find any reason why, if it were necessary to aver that the accused was a British subject, it was not equally necessary to aver the other things stated in the proviso, except on the ingenious suggestion that the rule only applied to negative averments, and that this was a positive averment. That was, he thought, too fine a distinction. The real question was whether it was a matter of defence or a matter necessary to define the offence. It could not be suggested that the



prosecution ought to assume that the accused was not a British subject. Indeed *Karl Russell's* case was a direct authority to the contrary. The conviction must therefore be affirmed.

GRANTHAM, LAWRENCE, BIGHAM, and BUCKNELL, JJ., expressed the same opinion. Conviction affirmed. — COUNSEL, *Atty.*, K.C., and *Swinburne-Hanham*; *Nimrod Bray*. SOLICITORS, *The Treasury Solicitor*.  
[Reported by *ERSKINE REID*, Barrister-at-Law.]

#### TORY v. DORCHESTER CORPORATION. Div. Court. 19th Dec.

PUBLIC AUTHORITIES PROTECTION ACT, 1893, ss. 1, 2.—ACTION IN COUNTY COURT—TAXATION OF COSTS—COUNTY COURTS ACT, 1888, s. 118.

Appeal by the plaintiff from a decision of his Honour Judge Philbrick, sitting at the Dorchester County Court. The action was brought in the county court to recover the value of a horse, the claim being £33. The action was dismissed, and judgment, with costs, entered for the defendant corporation. The defendants' solicitor carried in a bill of costs for £74, and the registrar taxed it in accordance with the schedule to the County Courts Act, 1888, as between solicitor and client. He disallowed items amounting to £28, but allowed the balance, £46. The defendant corporation then applied to the judge to review that taxation, on the ground that the Public Authorities Protection Act, 1893, repealed section 118 of the County Courts Act, 1888, as regarded the taxation of costs of public authorities. The county court judge held that the defendants as a public authority were entitled to have their costs paid in accordance with the bill delivered, as there was no county court scale provided to meet the case. The plaintiff appealed. After argument,

DARLING, J., in giving judgment, said the plaintiff brought an action against the corporation of Dorchester and lost, and thereupon he became liable to pay their costs. It was said on behalf of the corporation that the bill of costs which their solicitor carried in was not liable to be taxed, their contention being that section 118 of the County Courts Act, 1888, had no application under such circumstances, and that was what the learned county court judge in effect had held. He said: "I think the County Courts Act does not apply, but the Public Authorities Protection Act of 1893, s. 2, does, and I hold the cost must be taxed as between solicitor and client irrespective of the County Courts Act." Therefore he did not hold that the costs were not to be taxed, but that they were to be taxed irrespective of the County Courts Act. He apparently so decided on account of the words in section 1 (b) of the Public Authorities Act, 1893, "whenever in any such action a judgment is obtained by the defendant it shall carry costs to be taxed as between solicitor and client." Under that provision what the corporation were entitled to were the costs which were to be taxed as between solicitor and client, but provision was made in the County Courts Act, 1888, for the taxation of costs as between solicitor and client. Section 118 undoubtedly said that all costs and charges between solicitor and client should be taxed on the application either of the solicitor or client, but not otherwise. Under the Public Authorities Protection Act, the costs to be paid the successful defendant were taxed costs. But if they were taxed they must be taxed on the scale in the County Courts Act applicable as between solicitor and defendant. Therefore, if the corporation choose to take advantage of section 118 of the County Courts Act, 1888, all they could get by virtue of the Public Authorities Protection Act, 1893, were solicitor and client costs under the scale applicable in the county courts as between solicitor and client. The appeal must succeed.

BRAY, J., concurred. The words in the Act of 1893, were the judgment "shall carry costs to be taxed as between solicitor and client." That was equivalent to saying that a defendant public authority was entitled to costs as between solicitor and client to be taxed according to the scale in the county court applicable to such taxation. Any other construction would put a plaintiff in the position of being at the mercy of the public authority who might apply for taxation or not as they chose. That would be an anomalous position, and one that could not have been intended. The county court judge decided the case upon a ground which counsel had to-day shrunk from contending—namely, that section 2 of the Public Authorities Act, 1893, repealed section 118 of the County Courts Act, 1888, so far as actions of this kind were concerned. But it was not maintainable that the words in section 2 of the Act of 1893 had repealed or had any effect upon section 118 of the County Courts Act, 1888. The result was that these costs must be taxed according to section 118 as between solicitor and client. Appeal allowed.—COUNSEL, *Hawks*; *O. Fleetwood*; *Fritchard*. SOLICITORS, *J. Trevor Davies*; *Lowell, Son, & Pitfield*, for *A. G. Symons*, Dorchester.

[Reported by *ERSKINE REID*, Barrister-at-Law.]

## Societies.

### The Law Society.

#### NOTICE.

A special general meeting of the members of the society will be held in the hall of the society on Friday, the 25th of January next, at 2 p.m.

Any member desiring to move a resolution at such meeting should send notice of it in writing to the secretary, on or before the 3rd of January next.

By order,

20th December, 1906.

E. W. WILLIAMSON, Secretary.

## Obituary.

### Mr. F. W. Maitland.

The many friends of Mr. Frederick William Maitland, barrister-at-law, Downing Professor of the Laws of England at Cambridge University, were shocked to hear of his death last week at the Grand Canary, where he had gone to recruit his health. By his death the legal world has lost a man whose genius and learning in comparative jurisprudence and the history of English law were without a rival and were only equalled by his modesty and personal charm. Mr. Maitland was educated at Eton and Trinity College, Cambridge, and was placed fourth in the first class in the Law Tripos of 1873, having been bracketed senior in the Moral Science Tripos of 1872. He won the second of the Whewell scholarships for international law. He was called to the bar in 1876. His works were numerous, and comprised Bracton's Note-book, The History of English Law, Domesday Book and Beyond, Township and Borough, Canon Law in England, and English Law and the Renaissance. Some of his best work was devoted to the Selden Society, of which he was a warm supporter. He edited for them a number of volumes, including the Year Books of Edward II. His life-work received suitable recognition. After holding for a few years the post of Reader of English Law in the University of Cambridge he was elected to the Downing Professorship of English Law, and was elected an honorary Fellow of Trinity College, and he subsequently received the unusual honour, for a man not in practice, of being elected a Bencher of Lincoln's-inn.

### Mr. W. R. M'Connell, K.C.

Mr. W. R. M'Connell, K.C., chairman of the County of London Court of Sessions, died on the 26th inst. after a long illness. He was called to the bar in 1862, and joined the Northern Circuit, and had a considerable practice in criminal cases. In the Maybrick case he was junior counsel for the prosecution. In 1897 he was appointed chairman of the County of London Quarter Sessions, and discharged his duties with great efficiency.

## Legal News.

### Appointment.

MR. CHARLES WILLIAM CHITTY, barrister-at-law, has been appointed a Judge of the High Court of Judicature at Calcutta, in place of Sir Chunder Madhub Ghose, who will shortly retire. Mr. Chitty has been Chief Judge of the Court of Small Causes at Bombay.

### Changes in Partnerships.

#### Dissolutions.

ROBERT CHAPMAN and CHARLES EDWIN DIXON, solicitors (Chapman & Dixon), Leyburn. April 25.

JAMES HENRY TILSON CROWNE and ORIEL TILSON CROWNE, solicitors, (Cowland, Crowne, & Crowne), 14, Bedford-row, London. April 26.  
[Gazette, Dec. 21.]

### Information Required.

GAETANO PIETRA GRUA.—Any one having knowledge of a Will made by the late Gaetano Pietra Grua, of No. 69, Iverson-road, West Hampstead, is requested to apply to Morice & Strode, 8, Serjeants'-inn, Fleet-street, E.C.

### General.

It is announced that Mr. John Lloyd Wharton has intimated his intention of resigning the chairmanship of the Durham Quarter Sessions after a period of thirty-six years' service.

BRAY, J., has fixed the following commission days for the winter assizes on the South Wales circuit: Haverfordwest, Tuesday, January 15; Lampeter, Friday, January 18; Carmarthen, Monday, January 21; Brecon, Saturday, January 26; Presteign, Tuesday, January 29; Chester, Saturday, March 2; Cardiff, Saturday, March 9.

On the 21st inst. the Royal Assent was given to twenty-one public and private Acts, including the Marine Insurance Act, the Street Betting Act, the Licensing Act, the Removal of Offensive Matter Act, the Burial Act, the Recorders, Stipendiary Magistrates, and Clerks of the Peace Act, the Trade Disputes Act, the Merchant Shipping Act, the Census of Production Act, the National Galleries of Scotland Act, the Land Tax Commissioners Act, the Expiring Laws Continuance Act, the Notice of Accidents Act, the Agricultural Holdings Act, the Town Tenants (Ireland) Act, the Education (Provision of Meals) Act, the Workmen's Compensation Act, and the Public Trustee Act.

Jelf, J., has fixed the following commission days for the winter assizes on the North Wales Circuit:—Welshepool, Wednesday, January 16; Dolgelly, Saturday, January 19; Carnarvon, Tuesday, January 22; Beaumaris, Saturday, January 26; Ruthin, Tuesday, January 29; Mold, Saturday, February 2; Chester, Saturday, March 2; Cardiff, Saturday, March 9.

Another illustration of Somerset House methods is related. A man, one of the owners of a certain mansion, died intestate in 1830, was a correspondent of *Truth*, and his share of the property reverted to his father. The father died in 1851, leaving another son as executor. Thirty years later this executor received from the Inland Revenue authorities a demand for death duty on the property of the man who had died in 1830.

The Right Hon. Christopher Palles, Chief Baron of the Exchequer in Ireland, who celebrated his seventy-fifth birthday on Christmas Day, though not the oldest judge on the bench, is, says the *Westminster Gazette*, easily the *doyen* of the judiciary in these islands. It is almost thirty-two years since Mr. Gladstone appointed him to the office of Chief Baron, which he was destined to be the last to fill. His long career on the bench has been marked throughout by great ability, dignity, and independence.

The twenty-second meeting of the Bankruptcy Law Amendment Committee was held on the 19th inst. at the Royal Courts of Justice, Mr. Muir Mackenzie (the chairman) presiding. Evidence was given by Mr. Francis John Sims, from the department of the Director of Public Prosecutions, and by Mr. Alfred Charles Jaques, of the firm of Messrs. Jaques & Sons, solicitors, Birmingham, on behalf of the Birmingham Millers' Association. The next meeting of the committee will be held on the 16th of January, 1907.

Mr. Justice Kekewich, in giving evidence before the Royal Commission on the Care and Control of the Feeble-Minded, is stated to have said that he believed that if, as proposed, the jurisdiction in lunacy was transferred to the Chancery Division, the work would be properly done. The court now assumed jurisdiction to deal with the property of persons of weak mind for their benefit, and he thought it would be of advantage to extend it so that the court might be able to make orders respecting the property of persons of weak mind on the lines now adopted with reference to the property of infants. His lordship added that he was authorized to say that the other judges agreed with him.

A very remarkable determination as to what constitutes a libellous publication is, says an American legal journal, contained in the case of *Martin v. Peayune*, decided by the Supreme Court of Louisiana (40 So. Rep. 376). The plaintiff was a physician of high standing in his profession and a member of a medical society the members of which were opposed to advertising by physicians, and had adopted resolutions condemning the practice. The defendant newspaper, obtaining information that a remarkable cure had been effected by the professional skill of the plaintiff, published a rather glowing account of the case, stating that other physicians had treated the patient without effect and containing various other laudatory remarks. It was alleged by the plaintiff that this publication, which, although true and obtained from the father of the patient, had not been authorized by the plaintiff, had a tendency to lead the public and his brother practitioners to believe that he was advertising, and thereby caused them to class him in the category of quacks, who alone, it was alleged, resorted to advertising. The trial court held that the complaint stated no cause of action; but this ruling was reversed by the Supreme Court, which declared that the complaint charged was an actionable libel. Under such circumstances, the truth of the matter published is not a defence.

Writing to the *Times* on "The Law Society and Solicitors' Accounts," Sir John Gray Hill says: "I have long been convinced (1) that all solicitors entrusted with moneys not belonging to them should keep the same in a separate banking account, and earmarked in such a way that amounts to the credit of such accounts cannot be set off by the banker against an overdraft on the solicitor's own account; (2) that all solicitors whose practice is large enough to justify the expense should have their accounts regularly audited by a professional accountant; (3) that all solicitors should, as such, be members of the Law Society. Of course, Nos. 1 and 2 will not prevent fraud on the part of a rascal, but they will prevent any man getting involved without being fully aware of the fact, and they will prevent his drawing on the separate account for his own purposes without knowing that he is stealing, and so prevent his sliding into dishonesty. No. 3 is advisable in order to give full effect to any regulations made by authority of the society for professional good conduct. In my presidential address in 1903 I advocated all these points, and whenever opportunity to do so has occurred since I have supported them. The late president, Mr. Barker, advocated Nos. 1 and 2 in his presidential address in 1905, not for the first or the last time. . . . I think that the requisitionists made a mistake in inserting in their requisition and resolution a reference to a guarantee, and that if this had been omitted the majority at the meeting would have been the other way. Two kinds of guarantee have been suggested. 1. A deposit or security for a considerable sum (say, £5,000) for a solicitor beginning practice. 2. That the general body of solicitors, or members of the society, or a selected voluntary body to be formed, should guarantee each other. The first plan would be unfair to the young solicitor of small means, and the second would be unfair to the general body, except in the case of a voluntary association, and this would not be subject to the rules of the Law Society. Why should the honest man be liable for the acts of the dishonest? If the voting at the poll is against the resolution, it will probably be on account of the suggestion of a guarantee. It was proposed at the meeting that this should be withdrawn, but an amendment was not formally put."

## Winding-up Notices.

London Gazette.—FRIDAY, Dec. 31.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CHOONSAI TEA Co, LIMITED—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to Sidney Edward Munday, 1, Great Winchester st., Sandersen & Co, Queen Victoria st., solrs for liquidator.

COMMONWEALTH GOLD MINES, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 22, to send their names and addresses, and the particulars of their debts or claims, to Alfred William Cook, Bannishaw House, Basinghall st., liquidator.

HAMPTON PLAINS ESTATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to John Allen Stoneham and St. John Wynn, 90, Cheapside. Burn & Bertridge, Old Broad st., solrs for liquidator.

HIGH SCHOOLS CO FOR GIBLA, LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to E. W. Croftie Oates, 8, Cook st., Liverpool. Peacock & Co, Liverpool, solrs for liquidator.

JULIUS LEVY & Co, LIMITED—Creditors are required, on or before Jan 7, to send their names and addresses, and the particulars of their debts or claims, to Cooper Corbridge, 19a, Coleman st., liquidator.

KLANG (MALAY) RUBBER Co, LIMITED—Creditors are required, on or before Jan 1, to send their names and addresses, and the particulars of their debts or claims, to Maurice Jenks, 6, Old Jewry, liquidator.

MURCHISON PROPRIETARY (TRANSVAAL), LIMITED—Creditors are required, on or before Feb 28, to send their names and addresses to Chas. J. Avery, 151-153, Dashwood House, New Broad st., liquidator.

PORTRHAIN QUARRIES, LIMITED—Petn for winding up, presented Dec 10, directed to be heard Jan 15. Vincent & Vincent, Budge row, for Peckover & Scriven, Leeds, solrs for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 14.

London Gazette.—TUESDAY, Dec. 25.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

A.B.P. ACCUMULATOR Co, LIMITED—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to T. A. Pallister, Parkfield Works, Stockton on Tees, liquidator.

BEST MAIN COAL Co, LIMITED—Petn for winding up, presented Dec 17, directed to be heard at Kingston on Thames, Jan 11. Morten & Co, Newgate st., solrs for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 1.

BOLTON IRON AND STEEL Co, LIMITED—Creditors are required, on or before Feb 16, to send their names and addresses, and the particulars of their debts or claims, to William Brindle, 12, Acrefield, Bolton. Wilson & Co, Manchester, solrs for liquidator.

G. W. TOLKINSON & MILAN, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Jan 10, to send their names and addresses, and the particulars of their debts or claims, to Fred Lockwood, Market pl chambers, Huddersfield, liquidator.

LOCKWOOD, AUGUST, & Co, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Feb 16, to send their names and addresses, and the particulars of their debts or claims, to Howard Burton, 49, Queen Victoria st. Blundell & Co, Serjeants' inn, Fleet st., solrs for liquidator.

R. C. POOLE, LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to William Henry Fox, 9, Austin Friars, liquidator.

SAN H. TILLES & Co, LIMITED—Petn for winding up, presented Dec 21, directed to be heard at the County Court-House, Quay st., Manchester, Jan 8, at 10. Field & Cunningham, Manchester, solrs for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 7.

SHEFFIELD AND SWEDISH STEEL AND IRON Co, LIMITED—Petn for winding up, presented Dec 20, directed to be heard Jan 15. Docker, Gray's inn sq, solr for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 14.

TOTAL MINING Co, LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Charles Vivian Wills, Hayle. Daniell & Thomas, solrs for liquidator.

## Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 21.

ADAMS, SAMUEL, New Barnet, Herts Jan 21 Hawke, Martin's in  
BARBER, HENRIETTA BARBER, St Leonard's on Sea Jan 20 Kays & Jones, Norfolk st, Strand  
BELL, ELLIAN, Sheffield Feb 5 Anty & Sons, Sheffield  
BERWELL, BENJAMIN, Camden rd, Holloway Jan 31 Wood, Walbrook  
BILSON, STEPHEN, Mossy rd, Tollington Park Jan 30 Ellen Elizabeth Scott, Mossy rd, Tollington Park  
BLENCOWE, WILLIAM, Grimsbury, Warkworth, Northampton, Shopkeeper Jan 15 Blim & Fisher  
BRIGHTWELL, ELIZA, Gt Stanmore Jan 16 Shelly & Johns, Plymouth  
BRIGHTWELL, GEORGE, Finch in, Discount Agent Jan 18 Shelly & Johns, Plymouth  
CARVER, WILLIAM JAMES, Oxford sq, Hyde Park Jan 31 Blyth & Co, Old Broad st  
CARBROUGH, EMMA, Sheffield Feb 1 Taylor & Hammet, Sheffield  
COLBY, HARRY COWEN, Bishop's Stortford Jan 15 Irvine & Co, Crutched friars, Mark in  
CULVERWELL, CHARLOTTE MARY, Bristol Jan 24 Evans, Bristol  
DAVIDSON, JAMES, Nafferton, Yorks Jan 12 Hazland & Son, Bridlington  
DAY, AUST, Leeds Jan 19 Middleton & Sons, Leeds  
FOLEY, JOHN, Emperor's gate, South Kensington Jan 31 Balderston & Warrens, Bedford rd  
FOURNEY, SAMUEL CHARLES, Barnes, Surrey Jan 25 Fawcett, Finsbury pvtmt  
GODFREY, WILLIAM, Fulbourn, Farmer Jan 19 Pittfield, Petworth, Sussex  
GODLEY, JAMES, Brighton Jan 22 Myle & Treacher, Brighton  
GOODHART, WILLIAM FRANKRICK THOMAS, Victoria rd, Holloway Jan 21 Hale, Theobald's rd  
GOODHART, CHARLES WILLIAM EDWARD, North Aston, Oxford Feb 1 W & F Grogan, Southend, Essex  
HAZROD, PETER, Dulwich Feb 1 Stephenson & Co, Lombard st  
HEDDON, JAMES, Morpeth, Northumberland Feb 2 Webb, Morpeth  
HEDDON, JOHN, Morpeth, Northumberland Feb 2 Webb, Morpeth  
HEMING, WILLIAM, Wickham, Alton, Glos, Builder Jan 30 Bush & Bush, Bristol  
HITCHER, JOSEPH, Alpraham, Br Tarporley, Chester, Coal Agent Jan 23 Bate, Chester  
HOARE, WILLIAM, Bourne, Builder Jan 21 House, Chancery la  
HODGSON, WILLIAM, Harrogate Feb 15 Oppenheim & Son, St Helen's  
LEACH, ELIZABETH HAYWOOD, Marple, Chester Jan 21 Boddington & Co, Manchester  
LEAK, WILLIAM, Manchester, Commission Agent Jan 21 Boddington & Co, Manchester



LEWIS, FANNY ANNE, Norwich Jan 25 Cosens-Hardy & Jewson, Norwich  
 LOTTBROUGH, THOMAS, Church, Lancs Feb 19 Dyke, Duchy of Lancaster Office  
 LOVATT, HARRIETT, Nottingham Jan 31 Pannan, Leamington Spa  
 MACLAGAN, PHILIP SKELTON, Berwick upon Tweed, Solicitor Jan 9 Sanderson & Weatherhead, Berwick upon Tweed  
 McANDREW, CATHERINE, Preston, Lancs Jan 7 W & A Blackhurst, Preston  
 MATTHEWS, ANN, Sharnburgh, Sussex Jan 25 Hardwick & Blaber, Brighton  
 MILLER, HUBERT VAUX, Plymouth Jan 10 A G & N G Haven, Bristol  
 MILLER, WILLIAM GEORGE FERRIVAL, Thistleton Lodge, nr Kirkham, Lancs Jan 31 Wilson & Co, Manchester  
 MORTON, FREDERICK, Barretts, Herts, Licensed Victualler Jan 19 Sedgwick & Co, Watford  
 MOYLE, ELIZABETH MARY, Torquay Jan 25 Miller & Smiths, Salters' Hall et  
 MURSELLWHITE, EDWARD, Saloot Virley, Essex Feb 2 Goody & Sons, Colchester  
 NUTT, SAMUEL HENRY, Olton, nr Birmingham, Engraver Jan 20 Walker & Meek, Birmingham  
 OLDRIE, JOHN, Boston, Lincs, Draper Feb 9 Staniland & Son, Boston, Lincs  
 PARNBY, SAMUEL, Harley House, Regent's Park Feb 1 Croome & Sons, Lancaster pl, Strand  
 PHILLIPS, PETER PATTIN, Devizes Feb 1 Radcliffe, Devizes, Wilts  
 POIRRETTE, ZEPHYR, Gateshead, Composition Manufacturer Jan 21 Ryolet & Swan, Newcastle upon Tyne  
 POSTE, CATHERINE, Maidstone Jan 17 Rooper & Whately, Lincoln's inn fields  
 ROFFEY, JAMES RICHARD, Egremont, Chester, Sauce Manufacturer Jan 24 Smith & Son, Liverpool  
 ROWLEY, MARGARET ELIZABETH, Maida Vale Jan 19 Miles, Thobald's rd, Bedford row  
 RYAN, CAROLINE, All Saints, Cambridge Jan 31 Button & Aylmer, Newmarket  
 RYAN, MARY ANNE, Cheltenham Jan 21 Brydges & Co, Cheltenham  
 SANDHART, ELIZABETH, Jan 25 Brabant, Gray's inn sq  
 SERVICE, CHARLES HUNTLY, Hutton le Hole, Durham, Draper Jan 20 Service, Sunderland  
 SETHOU, WILLIAM, Wraggle, Lincs, Farmer Jan 10 Walker & Co, Spilaby  
 SIMPSON, FRANK HILL, Cardiff, Company Secretary Jan 31 Poocock, Cardiff  
 SINGHALL, ANN JANE, Killinowar, Breatham Hill Jan 25 Lithgow, Wimpole st  
 STEWART, JAMES, Rickmansworth, Physician Jan 20 Roy & Cartwright, Coleman st  
 STANSHAW, JOSEPH, Frankland, Marden, Hereford, Farmer Jan 5 Weyman & Co, Ludlow, Salop  
 STOTT, MARY ANN, Stockport Jan 31 Russell & Co, Stockport  
 STOTT, SARAH, Salhouse, Norfolk Jan 21 Goodchild, Norwich  
 TETLEY, JOSEPH, Morley, Yorks, Farmer Jan 25 Clay, Batley  
 TILL, THOMAS JOHN, Moss Side, Manchester, Hardware Merchant Feb 25 Diggle & Ogden, Manchester  
 TULLOCK, CLARENCE, Fitzjohns av, Hampstead Feb 1 Stephenson & Co, Lombard st

VINCE, RACHEL, Sutton, Surrey Jan 17 Edridge & Nounham, Croydon  
 WEBSTER, HENRY BODDINGTON, Eastbourne Jan 25 Patch & Co, Bedford row  
 WILCOCKS, SAMUEL, Fulwood, Sheffield, Grocer Jan 19 Machin, Sheffield

London Gazette.—TUESDAY, DEC. 26.

BACON, WILLIAM GOLDEN, Lower Edmonton Jan 31 Dean, Edmonton  
 BERRY, WILLIAM, Bury, Lancs, Newagent Feb 8 Butcher & Barlow, Bury  
 BATTERSBY, THOMAS, Hambleton, nr Poulton le Fylde, Lancs Feb 1 Gaultier, Fleetwood  
 BRUTWARD, JAMES, West Haddesley, Yorks, Farmer Jan 15 Banks, Selby  
 CAMPBELL, MARY EDITH, Craigarrick, Campbelltown, North Britain Jan 31 Mowll & Mowll, Canterbury  
 CATON, THOMAS, jun, Formby, Lancs, General Merchant Feb 26 Bremner & Co, Liverpool  
 DANIEL, ELIZA FRANCES, Hartgate Jan 25 Gill, Knaresborough  
 DAVISON, GEORGE, Hampton Bishop, Hereford Feb 1 Wallis, Hereford  
 DAVIES, JANE, Bulth, Brecon March 1 Vaughan, Bulth  
 DAY, OCTAVIA, Edith rd, West Kensington Jan 7 Furber & Son, Gray's inn sq  
 DUWELL, THOMAS, Grimsby, York, Yeoman Gill, Knaresborough  
 FARRER, JOHN, Boodle, Lancs, Marine Store Dealer Jan 31 Yates & Co, Liverpool  
 GERRIG, MARTHA, Catford Jan 25 Marchant & Co, Deptford  
 HALE, BETSY MARIA, Tunbridge Wells Jan 31 Daynes, Norwich  
 HICKS, DR GEORGE AUGUSTUS, Bourne-mouth East Jan 31 Stoneham & Sons, Fen-church st  
 JONES, ELIZA, Moseley, Worcester Jan 31 Gem & Co, Birmingham  
 KERSHAW, JOHN, Audenshaw, Lancs Feb 10 Bullock & Co, Manchester  
 KERSHAW, FRANCES, Aylesbury Feb 1 Rhodes & Evans, Halifax  
 KIRKMAN, SAMUEL, Aylesbury Jan 31 Ford & Co, Bloomsbury sq  
 LUKES, GEORGE EDWARD, Cadogan ter, Victoria Park, Grocer Jan 31 Adkin, Laurence Pountney hill  
 MAKEE, ALONZO, Dover, Accountant Jan 25 Stillwell & Harby, Dover  
 MORSE, FRANCES SARAH, Enfield Feb 4 James & James, Ely pl, Holborn circus  
 PUKIS, MARY, West Wratting, Cambridge Jan 15 A H & A Raston, Newmarket  
 RIGG, ELIZABETH, Smallbridge, Rochdale Jan 24 Wiles & Thompson, Rochdale  
 RIPPON, GEORGE WILLIAM, Queen's gate, Kensington Jan 31 Matthews, Portsmouth  
 SCHAFER, HIPOLYTE ANTOINE JOSEPH, Paris Feb 1 Harris & Co, Lincoln's inn fields  
 SHRETON, ALFRED GEORGE, Epping Feb 8 Brown & Co, Finsbury print  
 SMITH, JOHN, Camden rd, Holloway, Chartered Accountant Jan 15 Jones, Spital sq  
 SYMONDS, ALPHONSE MARY, Bromley Jan 22 CR & H F Stevens, Queen Victoria st  
 TAYLOR, WILLIAM, St Anne's on Sea, Lancs, Cotton Spinner Feb 8 Dedy & P'erson, Manchester  
 WALSHINGHAM, RIGHT HON AUGUSTA SELINA ELIZABETH BARONESS, Btton sq Jan 31 Dixon & Son, Savoy mansions, The Savoy  
 WILKINSON, JAMES, Tottenham Feb 1 Shelton, Lower Tottenham

## Bankruptcy Notices.

London Gazette, FRIDAY, DEC. 21.

### RECEIVING ORDERS.

ALDRIDGE, THOMAS ARUNDEL, Burnham, Solicitor Bridgewater Pet Dec 7 Ord Dec 19  
 ANDERSON, PETER, Southampton, Mechanical Engineer Southampton Pet Dec 18 Ord Dec 19  
 ARBOWSMITH, W. Bournemouth, Musical Instrument Dealer Poole Pet Nov 30 Ord Dec 17  
 BARR, MAX, Orchard st, Oxford st High Court Pet Oct 5 Ord Dec 18  
 BARRIS, WILLIAM, 64 Hatwood, Lancs, Joiner Blackburn Pet Dec 1 Ord Dec 17  
 BENNETT, MICHAEL, Southampton, Cabinet Maker Liverpool Pet Dec 17 Ord Dec 17  
 BIRD, GENERAL SIR GEORGE CORRIE, Portman st, Portman sq High Court Pet Aug 9 Ord Dec 17  
 BLACKLER, WILLIAM JAMES, Torquay, Builder Exeter Pet Dec 18 Ord Dec 18  
 BODDY, ARTHUR DAVID, and JOHN ROAD BODDY, Norwich, Builders Norwich Pet Nov 23 Ord Dec 19  
 CANNEN, W. Wymondham, Norfolk, Coal Merchant Norwich Pet Dec 5 Ord Dec 18  
 CUNNINGHAM, CHARLES, Kingston upon Hull, Crockery Dealer Kingston upon Hull Pet Dec 17 Ord Dec 17  
 ELISE WERN & Co, Landport, Hants, Milliners Portsmouth Pet Dec 8 Ord Dec 19  
 ESOLAND, THOMAS HAYDE, Merthyr Tydfil, China Dealer Merthyr Tydfil Pet Dec 18 Ord Dec 18  
 EREBY, JOHN HENRY, Enfield, Licensed Victualler Edmonton Pet Nov 29 Ord Dec 17  
 FARRANCE, JOHN JAMES, Fyfe, Somerset, Company Director Wells Pet Dec 17 Ord Dec 17  
 GIBBON, CHARLES ROBERT, Cheltenham, Derby, Builder Derby Pet Dec 17 Ord Dec 17  
 HALEY, WILLIE, Halifax Halifax Pet Dec 17 Ord Dec 17  
 HARRIS, CHARLES, West Smithwick, Stafford, Labourer West Bromwich Pet Dec 17 Ord Dec 17  
 HARTLEY, ALFRED WILLIE, 94 Horton, Coal Merchant Bradford Pet Dec 18 Ord Dec 18  
 HOLLAND, FREDERICK, Littlehampton, Lodging house Keeper Brighton Pet Dec 5 Ord Dec 18  
 JOHANNES, CHRISTIAN, Maldehead, Watchmaker Windsor Pet Dec 18 Ord Dec 18  
 KENYON, ROBERT, Lees, Lancaster, Carter Oldham Pet Dec 18 Ord Dec 18  
 LLOYD, ROBERT J H, Aldersgate st High Court Pet June 14 Ord Dec 18  
 MOLL, S, King Henry's walk, Ball's Pond rd, Baker High Court Pet Nov 27 Ord Dec 19  
 PACK, WILLIAM HENRY, Hyde, Chester, Grocer Ashton upon Lyne Pet Dec 18 Ord Dec 19  
 POPE, JOSEPH KELLOWAY, Dorchester, Contractor Dorchester Pet Dec 19 Ord Dec 19  
 PRATT, ALBERT HENRY, Leicester, Thief Commission Agent Leicester Pet Dec 19 Ord Dec 19  
 SCHWANCK, B, Chesapeake, Merchant High Court Pet Nov 21 Ord Dec 17  
 SEWELL, HENRY, Wipon, York, Wood Engraver Leeds Pet Dec 17 Ord Dec 17  
 SHALWOOD, THOMAS, Hale, Chester, Builder Manchester Pet Dec 18 Ord Dec 18  
 THOMAS, DAVID, Neath, Glam, Coal Miner Neath Pet Dec 19 Ord Dec 19  
 THOMPSON, BLOIS, & Co, Gracechurch st, Dealers in Wood High Court Pet Nov 27 Ord Dec 17  
 WALKER, WALTER GEORGE, 64 Berkhampstead, Grocer Aylesbury Pet Dec 17 Ord Dec 17

WARD, ANNIE, Horbury, nr Wakefield, Milliner Wakefield Pet Dec 15 Ord Dec 15  
 WARING, WILLIAM ERNEST, Huddersfield, Licensed Victualler Huddersfield Pet Dec 19 Ord Dec 19  
 WILCOCK, ARTHUR, Burnley, Butcher Burnley Pet Dec 19 Ord Dec 19  
 WILLIAMS, GEORGE EDWIN MURRAY, and JOHN REEVES WILLIAMS, Bridgton, Bakers Cardiff Pet Dec 15 Ord Dec 19  
 WILMA, SOLA & CO, Baling, Builders Brentford Pet Dec 3 Ord Dec 18  
 WOHLGEMUTH, CONRAD JOHN, Iwerth, Suffolk, Wine Merchant Bury St Edmunds Pet Nov 22 Ord Dec 18  
 WOODALL, JOSEPH, Dudley, Fender Pittor Dudley Pet Dec 18 Ord Dec 18  
 Amended notice substituted for that published in the London Gazette of Dec 7:  
 AHRE, FREDERICK, Moss Side, Manchester Salford Pet Nov 20 Ord Dec 4

### FIRST MEETINGS.

AHRE, FREDERICK, Moss Side, Manchester Dec 31 at 2.30 Off Rec, Byrom st, Manchester  
 ANDERSON, PETER, Bevois Mount, Southampton, Mechanical Engineer Jan 2 at 11.30 Off Rec, Midland Bank chbrs, High st, Southampton  
 ARBOWSMITH, W. Bournemouth, Musical Instrument Dealer Jan 2 at 11 Off Rec, Midland Bank chbrs, High st, Southampton  
 BARR, MAX, Orchard st, Oxford at Jan 3 at 12 Bankruptcy bldgs, Carey st  
 BATH, FREDERICK, Liverpool, Stockbroker Dec 31 at 12 Off Rec, 33, Victoria st, Liverpool  
 BEAVER, GEORGE ARTHUR, Hadding rd, Willenhall, Carpenter Jan 2 at 12 Bankruptcy bldgs, Carey st  
 BIRD, GENERAL SIR GEORGE CORRIE, Reading Jan 4 at 12 Bankruptcy bldgs, Carey st  
 BLACKLER, WILLIAM JAMES, Torquay, Builder Jan 3 at 10.30 Off Rec, 9, Bedford circus, Exeter  
 BOLTON, IVY JANE MARGARET, Hellingly, Sussex Dec 31 at 12 Off Rec, 4, Pavilion bldgs, Brighton  
 BOWEN, REBECCA, and JAMES THOMAS WILLIAM GLENDING, Burnbyfield, Durham, Drapers Dec 31 at 12 Off Rec, 20, Mosley st, Newcastle on Tyne  
 BRADY, GEORGE, Shocklach, nr Malpas, Chester, Farmer Jan 7 at 11.15 Royal Hotel, Crewe  
 BROTHWELL, WILLIAM, Masbrough, Yorks, Painter Jan 3 at 11.30 Off Rec, Fyfe's in, Sheffield  
 COOPER, ARTHUR EDWIN, Penistone, Salford, Lads Pickle Manufacturer Jan 3 at 3 Off Rec, Byrom st, Manchester  
 CUNNINGHAM, HARRY, Shotton, Flint, Inkkeeper Jan 2 at 12 Crypt chambers, Eastgate row, Chester  
 DEBRICHTOLD, PAUL, West Croft Stud Farm, Cricklewood Jan 3 at 3 14, Bedford row  
 FORDHAM, ALFRED, New Malden, Surrey, Builders' Merchant Jan 2 at 11.30 192, York rd, Westminster Bridge  
 FOWLER, GEORGE HAYTON, South Halifax, Lodging house Keeper Jan 2 at 3 Off Rec, Towhall chbrs, Halifax  
 HALEY, WILLIE, Halifax Jan 2 at 3.30 Off Rec, Towhall chbrs, Halifax  
 HARTLEY, ALFRED WILLIE, Great Horton, Bradford, Coal Merchant Jan 2 at 3 7 and 6, Exchange bldgs, Bradford  
 HARTY, ARTHUR, Stafford Jan 3 at 12 Off Rec, 47, Full st, Derby  
 HIGGINS, JAMES, Wakefield, Labourer Dec 31 at 11 Off Rec, 6, Bond ter, Wakefield

JAMES, DAVID, Tredegar, Mon, Fishmonger Dec 31 at 12 135, High st, Merthyr Tydfil  
 JOHNSON, G J B, Wheatley, Yorks Jan 3 at 12 Off Rec, Fyfe's in, Sheffield  
 LOWE, JOHN, Attercliffe, Sheffield, Builder Jan 3 at 12.30 Off Rec, Fyfe's in, Sheffield  
 MACKEY, ALBERT EDWARD, Darlington, Coppermith Jan 9 at 3 Off Rec, 3, Albert rd, Middleton  
 McLOUGHLIN, JOHN JOSEPH, New Chesham, Labourer Jan 2 at 11 Off Rec, St Mary's chbrs, 42, Grimsby  
 MORRIS, JOHN DAVID, Mountain Ash, Glam, Auctioneer Dec 29 at 12 135, High st, Merthyr Tydfil  
 NEWBOLD, GEORGE ARTHUR, and GEORGE EDWARD GREEN, Wakefield, Confectioners Jan 2 at 11 Off Rec, 6, Bond ter, Wakefield  
 OATES, ARTHUR, Harby, Yorks Jan 1 at 3 7 and 6, Exchange bldgs, Bradford  
 PRESCOTT, JOHN HENRY, and FRANCES ALBAN PRESCOTT, Blackburn, Coach Proprietors Dec 31 at 11 Off Rec, 14, Chapel st, Preston  
 SCHWANCK, R, Chesapeake, Merchant Jan 3 at 12 Bankruptcy bldgs, Carey st  
 SHAMAR, HARRY, Wheatley, Doncaster, General Outfitter Jan 3 at 1 Off Rec, Fyfe's in, Sheffield  
 SEWELL, HENRY, Yorks, Wood Engraver Dec 31 at 12.30 Off Rec, 22, Park row, Leeds  
 SHART, ALBERT EDWARD, Temple, Bristol, Temperance Hotel Keeper Jan 2 at 11.30 Off Rec, 26, Baldwin st, Bristol  
 SPRAGG, WILLIAM JOSEPH, Reading, Licensed Victualler Dec 31 at 3 14, Bedford row  
 TAME, FREDERICK JOHN, Rixton, Lancs, Grocer Dec 31 at 11 Off Rec, Byrom st, Manchester  
 THOMAS, WILLIAM JOHN, Little Rye, Frodo, Dairyman Jan 2 at 11.45 Off Rec, 25, Baldwin st, Bristol  
 THOMAS, WILLIAM HENRY, Gillingham, Bradford, Mechanic's Labourer Jan 1 at 2.30 7 and 6, Exchange bldgs, Bradford  
 THOMPSON, BLOIS, & Co, Gracechurch st, Dealers in Wood Jan 4 at 12 Bankruptcy bldgs, Carey st  
 TILLOTSON, WILSON, Acornington, Traveller Dec 31 at 10.45 Off Rec, 14, Chapel st, Preston  
 VERNON, CHARLES FREDERICK, Stoke Newington, Coal Merchant Jan 3 at 12 14, Bedford row  
 WARD, ANNIE, Northgate, Horbury, Yorks, Milliner Jan 2 at 11.30 Off Rec, 6, Bond ter, Wakefield  
 WERN & Co, ELISE, Landport, Hants, Milliners Jan 1 at 12.30 145, Chesapeake  
 WHITTELL, ALFRED HENRY, Robin Hood's Bay, Yorks, Surgeon Jan 9 at 3 Off Rec, 6, Albert rd, Middleton  
 WILSON, ROBERT, Ayrville, Durham, Farmer Jan 9 at 3 Off Rec, 6, Albert rd, Middleton  
 WINWOOD, JOHN WILLIAM THOMAS, Handsworth, Druggist Jan 3 at 11 191, Corporation st, Birmingham  
 WRIGHT, ARTHUR HENRY, Leicester, Cabinet Maker Jan 2 at 12 Off Rec, 1, Derridge st, Leicester

### ADJUDICATIONS.

AHRE, FREDERICK, Moss Side, Manchester Salford Pet Nov 20 Ord Dec 17  
 ALPHONSON, JULIUS, Landport, Hants, Furniture Dealer Portsmouth Pet Nov 23 Ord Dec 18  
 ANDERSON, PETER, Southampton, Mechanical Engineer Southampton Pet Dec 18 Ord Dec 18  
 BENNETT, MICHAEL, Southampton, Cabinet Maker Liverpool Pet Dec 17 Ord Dec 17  
 BLACKLER, WILLIAM JAMES, Torquay, Devon, Builder Exeter Pet Dec 18 Ord Dec 18  
 BOWEN, REBECCA, and JAMES THOMAS WILLIAM GLENDING, Burnbyfield, Durham, Drapers Newcastle on Tyne Pet Dec 18 Ord Dec 17

BRICE, THOMAS REYNISH, Chingford, Essex, Builder  
Edmonton Pet Sept 31 Ord Dec 17  
CLAYTON, WILLIAM, Lutterworth, Leicesters, Saddler  
Leicester Pet Dec 4 Ord Dec 17  
CUMINGHAM, CHARLES, Kingston upon Hull, Grocer  
Dealer Kingston upon Hull Pet Dec 17 Ord Dec 17  
ESOLAND, THOMAS HAYDN, Merthyr Tydfil, China Dealer  
Merthyr Tydfil Pet Dec 18 Ord Dec 18  
FARRANCE, JOHN JAMES, Pyle, Somerset Wells Pet Dec  
17 Ord Dec 17  
FORDHAM, ALFRED, New Malden, Surrey, Coal Merchant  
Kingston, Surrey Pet Dec 18 Ord Dec 18  
GREEN, H. M., Feltham, Middlesex, Kingston, Surrey Pet  
Nov 10 Ord Dec 19  
GREYTON, CHARLES ROBERT, Chellaston, Derby, Builder  
Derby Pet Dec 17 Ord Dec 17  
GRIMMETT, WILLIAM, Stoke upon Trent, Coal Dealer  
Stoke upon Trent Pet Dec 3 Ord Dec 19  
HALEY, WILLIE, Halifax Halifax Pet Dec 17 Ord  
Dec 17  
HARRIS, CHARLES, West Smithwick, Stafford, Labourer  
West Bromwich Pet Dec 17 Ord Dec 17  
HARTLEY, ALFRED WILLIE, Gt Horton, Bradford, Coal  
Merchant Bradford Pet Dec 18 Ord Dec 18  
JACOB, BARBARA NELSON, Colford, Glou, Clothier New-  
port, Mon Pet Dec 1 Ord Dec 15  
JOHANNES, CHRISTIAN, Maidenhead, Watchmaker Wind-  
sor Pet Dec 18 Ord Dec 18  
JOHNSON, G. J. B., Wharfedale, York Sheffield Pet Oct 29  
Ord Dec 18  
KESTON, ROBERT, Liss, Lancs, Carter Oldham Pet Dec  
18 Ord Dec 18  
LANDART, HENRY GODFREY RUDOLPH, Charing Cross rd,  
Newspaper Proprietor High Court Pet Sept 24 Ord  
Dec 17  
LAWSON, J., Teddington, Builder Kingston, Surrey Pet  
Sept 21 Ord Dec 18  
LONG, WILLIAM, Birmingham, Pig Salesman Birmingham  
Pet Nov 10 Ord Dec 17  
LUCID, GEORGE W., Plymouth, Mineral Water Manufacturer  
Plymouth Pet Sept 11 Ord Dec 17  
NATHAN, JACOB, EMANUEL MENDEL NATHAN, and LOUIS  
NATHAN, Chorlton on Medlock, Manchester, Tailors  
Manchester Pet Dec 3 Ord Dec 17  
NICOLSON, G. C. R., Mainpuri, India, Indian Civil Servant  
High Court Pet March 5 Ord Dec 15  
POPE, WILLIAM HENRY, Hyde, Chester, Greengrocer Ash-  
ton under Lyne Pet Dec 18 Ord Dec 18  
POPE, JOSEPH KILLOWAY, Dorchester, Contractor Dorchester  
Pet Dec 19 Ord Dec 19  
PRATT, ALBERT HENRY, Leicester, Turf Commission Agent  
Leicester Pet Dec 19 Ord Dec 19  
ROOF, DOW DITTMAR, Upton, nr Birkenhead Birkenhead  
Pet Nov 21 Ord Dec 15  
SEWELL, HENRY, Wigton, Yorks, Wood Engraver Leeds  
Pet Dec 17 Ord Dec 17  
SINGH, AARON, Bethnal Green rd High Court Pet Nov 17  
Ord Dec 17  
SHALLWOOD, THOMAS, Hale, Chester, Builder Manchester  
Pet Dec 18 Ord Dec 18  
SMITH, ARTHUR CYRIL GODWIN, Trinity rd, Wandsworth  
Wandsworth Pet Nov 23 Ord Dec 19  
SMITH, WILLIAM, Uak, Mon, Licensed Victualler Newport,  
Mon Pet Dec 1 Ord Dec 19  
THOMAS, DAVID, Neath, Glam, Coal Miner Neath Pet  
Dec 19 Ord Dec 19  
WARD, ANNE, Horbury, Wakefield, Milliner Wakefield  
Pet Dec 18 Ord Dec 18  
WARING, WILLIAM HENRY, Huddersfield, Licensed Vic-  
tualiser Huddersfield Pet Dec 19 Ord Dec 19  
WILCOCK, ARTHUR, Burnley, Butcher Burnley Pet Dec  
19 Ord Dec 19  
WILLIAMS, GEORGE EDWIN MURRAY, and JOHN REEVES  
WILLIAMS, Bridgend, Bakers Cardiff Pet Dec 18  
Ord Dec 18  
WIMWOOD, JOHN WILLIAM THOMAS, Handsworth, Druggist  
Birmingham Pet Dec 13 Ord Dec 17  
WOODALL, JOSEPH, Dudley, Worcester, Fender Fitter  
Dudley Pet Dec 18 Ord Dec 18

Amended notice substituted for those published in the  
London Gazette of Dec 14:

COOPER, ARTHUR EMMETT, Penkilton, Salford, Pickle Man-  
ufacturer Salford Pet Dec 7 Ord Dec 10  
POOLE, EDWARD JOHN COLTON, Swadens, French Polisher  
Swadens Pet Dec 11 Ord Dec 11

#### ADJUDICATION ANNULLED.

SAUNDERS, JOHN BEXHILL, Sussex, Chemist Hastings  
Adjud June 19, 1906 Annual Dec 17

London Gazette.—TUESDAY, Dec. 26.

#### RECEIVING ORDERS.

BAILEY, CHARLES STEPHEN, Bristol, Tool Merchant Bristol  
Pet Dec 3 Ord Dec 21  
BAISTOW, MARGARET, Eccles, Hay Merchant Salford Pet  
Dec 21 Ord Dec 21  
BRADSHAW, ALBERT EDWARD, Aldershot, Tailor Guild-  
ford Pet Dec 17 Ord Dec 17  
BRANKALL, ROBERT THOMAS, Malden, Essex, Wine Mer-  
chant High Court Pet Dec 10 Ord Dec 21  
BROWN, THEODORE, Boscobome, Bournemouth, Stereoscopic  
Specialist Poole Pet Dec 21 Ord Dec 21  
CLOUGH, WILLIE, Bradford, Coal Merchant Bradford Pet  
Dec 21 Ord Dec 21  
CONRYN, JULES HIPPOLYTE, Cloudesley st, Cloudesley sq,  
Islington High Court Pet Sept 17 Ord Dec 22  
CUNDELL, SELINA MARY, Calne, Wilts Bath Pet Dec 22  
Ord Dec 22  
EVANS, HUGH, Gwyddelwern, nr Corwen, Merioneth,  
Farmer Wrexham Pet Dec 21 Ord Dec 21  
FRANKS, JOHN, Chisip at Poplar, Milliner High Court Pet  
Dec 8 Ord Dec 21  
GOODER, W., Warrington rd, Horne Hill, Builder High  
Court Pet Dec 3 Ord Dec 21  
HALL, LINDSEY GEORGE, Birmingham, Teacher of Music  
Birmingham Pet Dec 21 Ord Dec 21

HANNAH, CHARLES, Connaught mansions, Battersea,  
Dramatic Author Wandsworth Pet Nov 29 Ord  
Dec 30  
HARVEY, ROBERT R. Great Milton, Oxford Aylesbury  
Pet Dec 5 Ord Dec 22  
HESWETT, FREDERICK, Longley rd, Tooting Junction, Grocer  
Wandsworth Pet Dec 21 Ord Dec 21  
HOLDEN, JAMES, Barrow in Furness, Jam Maker Barrow  
in Furness Pet Dec 12 Ord Dec 21  
HOWGATE, CHARLES WILLIAM, Hartgate York Pet Dec  
19 Ord Dec 19  
HUGHES, ALFRED WILSON, Camberley, Surrey Guildford  
Pet Nov 17 Ord Dec 19  
JAMES, JOHN, Storey Stratford, Butcher Northampton  
Pet Dec 6 Ord Dec 22  
JIPSON, HERBERT, Howden, Yorks, Vanman Kingston upon  
Hull Pet Dec 20 Ord Dec 20  
JOHNSON, ROBERT, Barnham, Suffolk, Farm Bailiff  
Norwich Pet Dec 22 Ord Dec 22  
KIRK, ERNEST, Rodley, nr Leeds, Greengrocer Leeds Pet  
Dec 22 Ord Dec 22  
LANGDON, JOHN, Liverpool, Fruit Merchant Liverpool  
Pet Nov 20 Ord Dec 14  
FEDLEY, FRANK WOODWARD, Longton, Innkeeper Hanley  
Pet Dec 20 Ord Dec 20  
PLASTOW, HENRY, Conisborough, Yorks, Labour Con-  
tractor Sheffield Pet Dec 21 Ord Dec 21  
POULTON, BERTHA, Chapel st, Islington, Draper High  
Court Pet Dec 21 Ord Dec 21  
ROBERTS, JOHN HENRY, Portmadoc, Draper Portmadoc  
Pet Dec 21 Ord Dec 21  
ROBERTS-JONES, MORRIS, Cardiff, Solicitor Cardiff Pet  
Nov 22 Ord Dec 22  
SHARPE, RICHARD, Ash, Surrey, Game Farmer Guildford  
Pet Dec 23 Ord Dec 22  
SHEARSTONE, GEORGE, Sheffield, Pawnbroker Sheffield  
Pet Dec 7 Ord Dec 20  
SKELTON, TOM, Pickering, Yorks, Farmer Scarborough  
Pet Dec 20 Ord Dec 20  
SWANE, ERNEST ALBERT, Totland, I of W, Architect Hyde  
Pet Dec 21 Ord Dec 21  
TAYLOR, EDGAR, Huddersfield Huddersfield Pet Dec 22  
Ord Dec 22  
TAYLOR, ROBERT, St Phillips, Bristol, Baker Bristol Pet  
Dec 22 Ord Dec 22  
TAYLOR, WILLIAM, Landport, Portsmouth, Contractor  
Portsmouth Pet Dec 21 Ord Dec 21  
THOMPSON, SAMUEL, Cradley, Worcester, Anchor Striker  
Stourbridge Pet Dec 21 Ord Dec 21  
WIGHAM, FREDERICK HENRY, Stanley, nr Wakefield Wake-  
field Pet Nov 7 Ord Dec 19  
WILLIAMS, CLERMONT, Severn View, Thornbury, Glou, Coal  
Merchant Bristol Pet Dec 22 Ord Dec 22  
WINGATE, SIDNEY, Penn, Staffs, Professional Golfer  
Wolverhampton Pet Dec 21 Ord Dec 21

#### FIRST MEETINGS.

ASHTON, JOHN GODFREY, Southport, Stockbroker Jan 5  
at 10.30 Off Rec, Byron st, Manchester  
BENNETT, MICHAEL, Southport, Cabinet Maker Jan 9 at 12  
Off Rec, 35, Victoria st, Liverpool  
BODDY, ANTHONY DAVID, and JOHN READ BODDY, Norwich,  
Builders Jan 7 at 10 Off Rec, 8, King st, Norwich  
BRANKALL, ROBERT THOMAS, Malden, Essex, Wine Mer-  
chant Jan 8 at 12 Bankruptcy bldgs, Carey st  
CLOUGH, WILLIE, Bradford, Coal Merchant Jan 8 at 3 29,  
Marston row, Bradford  
CRANMER, WILLIAM JAMES WICKES, Wymondham, Norfolk,  
Coal Merchant Jan 5 at 12 Off Rec, 8, King st,  
Norwich  
CUMINGHAM, CHARLES, Kingston on Hull, Grocer Dealer  
Jan 8 at 11 Off Rec, Trinity House in Hull  
ENGLAND, THOMAS HAYDN, Merthyr Tydfil, Glam, China  
Dealer Jan 8 at 12 Law Society's Room, Townhall,  
Merthyr Tydfil  
FRANKS, JOHN, Chisip at Poplar, Milliner Jan 8 at 11  
Bankruptcy bldgs, Carey st  
FULLWELL, HANNAH, and GEORGE HERBERT FULLWELL,  
Stourbridge, Cab Proprietors Jan 4 at 11 Off Rec, 100,  
Wolverhampton Dudley  
GREYTON, CHARLES ROBERT, Chellaston, Derby, Builder  
Jan 8 at 11 Off Rec, 47, Full st, Derby  
HOWGATE, CHARLES WILLIAM, Hartgate York Jan 7 at 3 Off  
Rec, The Red House, Duncombe pl, York  
JIPSON, HERBERT, Howden, Yorks, Vanman Jan 5 at 11.30  
Off Rec, Trinity House in Hull  
JONES, JAMES KNIGHT, Boncath, Llanfihangel, Penbedw,  
Fenbroke, Timber Merchant Jan 2 at 11.30 Off Rec,  
4, Queen st, Caernarvon  
KEARSLY, WILLIAM, Oldham, Cotton Waste Dealer Jan  
8 at 11 Off Rec, Greaves st, Oldham  
KENTON, ROBERT, Liss, Lancs, Carter Jan 8 at 11.30 Off  
Rec, Greaves st, Oldham  
KINLOCH, SAMUEL, GRAHAM, Marsh, Huddersfield, Medical  
Practitioner Jan 4 at 8 Off Rec, Prudential bldg,  
New st, Huddersfield  
KNOWLES, FRED, Stockport, Builder Jan 4 at 11 Off Rec,  
Castle chambers, 6, Vernon st, Stockport  
LOVE, JOHN, Birch Vale, Derby Jan 4 at 12 Off Rec,  
Castle chambers, 6, Vernon st, Stockport  
LOYD, ROBERT J. H., Albemarle st Jan 7 at 12 Bankruptcy  
bldgs, Carey st  
MOLL, S. King Henry's walk, Ball's (Pond rd, Baker  
Jan 7 at 11 Bankruptcy bldgs, Carey st  
MORLEY, FERRY, Southport, Plumber Jan 14 at 10.30 Off  
Rec, 25, Victoria st, Liverpool  
NATHAN, JACOB, EMANUEL MENDEL NATHAN, and LOUIS  
NATHAN, Chorlton on Medlock, Manchester, Tailors  
Jan 5 at 11.30 Off Rec, Byron st, Manchester  
PECK, WILLIAM HENRY, Hyde, Chester, Greengrocer Jan  
8 at 10.45 Off Rec, Byron st, Manchester  
POULTON, BERTHA, Chapel st, Islington, Draper Jan 8 at  
12 Bankruptcy bldgs, Carey st  
ROSE, WILLIAM, St Helena, Lancs, Music Dealer Jan 7 at  
10.30 Off Rec, 25, Victoria st, Liverpool  
SHEARSTONE, GEORGE, Sheffield, Pawnbroker Jan 8 at 11  
Off Rec, Figure in, Sheffield  
SKELTON, TOM, Keld Head, Pickering, Yorks, Farmer  
Jan 8 at 4 14, Newborough, Scarborough

SMITH, JAMES F., Trundley's rd, Deptford Jan 8 at 11.30  
132, York rd, Westminster Bridge  
TAGLIAFERRO, JAMES NAPOLION, Ladywell rd, Lewisham  
Jan 8 at 12.30 122, York rd, Westminster Bridge  
WARING, WILLIAM, ENNETT, Huddersfield, Licensed  
Victualler Jan 4 at 3.30 Off Rec, Prudential bldg,  
New st, Huddersfield  
WIGHAM, FREDERICK HENRY, Stanley, Wakefield Jan 4 at  
11 Off Rec, 8, Bond st, Wakefield  
WORLDWORTH, CONRAD JOHN, Ixworth, Suffolk, Wine  
Merchant Jan 4 at 2 Angel Hotel, Bury St Edmunds

#### ADJUDICATIONS.

ANGELL, WILLIAM HENRY, Lloyds av, Merchant High  
Court Pet Nov 2 Ord Dec 21  
APPLIN, VINCENT JESSON, Hampton on Thames Kingston,  
Surrey Pet Sept 11 Ord Dec 21  
ARROWHITE, WILLIAM, Bournemouth, Musical Instrument  
Dealer Poole Pet Nov 30 Ord Dec 21  
BARSTOW, MARGARET, Eccles, Hay Merchant Salford  
Pet Dec 21 Ord Dec 21  
BRADSHAW, ALBERT EDWARD, Aldershot, Journeyman  
Tailor Guildford Pet Dec 17 Ord Dec 17  
BRANKALL, ROBERT THOMAS, Malden, Essex, Wine Mer-  
chant High Court Pet Dec 10 Ord Dec 21  
BROWN, THEODORE, Boscobome, Bournemouth, Stereoscopic  
Specialist Poole Pet Dec 21 Ord Dec 21  
CLOUGH, WILLIE, Bradford, Coal Merchant Bradford Pet  
Dec 21 Ord Dec 21  
COATES, JOHN WILLIAM, Salisbury, Printing Ink Maker  
High Court Pet Oct 12 Ord Dec 17  
CRANMER, WILLIAM JAMES WICKES, Wymondham, Norfolk,  
Coal Merchant Norwich Pet Dec 5 Ord Dec 21  
CUNDELL, SELINA MARY, Calne, Wilts Bath Pet Dec 22  
Ord Dec 22  
DE VOIL, JOHN, Hatfield, Baker St Albans Pet Nov 17  
Ord Dec 22  
EVANS, HUGH, Craigleio Gwyddelwern, nr Corwen,  
Merioneth, Farmer Wrexham Pet Dec 21 Ord Dec 21  
FELDMAN, ALFRED, and BELINDA FELDMAN, High st, White-  
chapel, Woolen Merchants High Court Pet Nov 17  
Ord Dec 18  
GROVE, THOMAS HULBERT, Winterbourne, Glou, General  
Shopkeeper Bristol Pet Nov 23 Ord Dec 20  
HESWETT, FREDERICK, Longley rd, Tooting juncs, Grocer  
Wandsworth Pet Dec 21 Ord Dec 21  
HOWGATE, CHARLES WILLIAM, Hartgate, York Pet Dec 19  
Ord Dec 19  
JIPSON, HERBERT, Howden, Yorks, Vanman Kingston  
upon Hull Pet Dec 20 Ord Dec 20  
JOHNSON, ROBERT, Barnham, Suffolk, Farm Bailiff Nor-  
wich Pet Dec 22 Ord Dec 22  
KEARSLY, WILLIAM, Oldham, Cotton Waste Dealer Old-  
ham Pet Dec 8 Ord Dec 21  
KILLAN, THOMAS, Randolph rd, Custom House, Builder  
High Court Pet Nov 7 Ord Dec 21  
KIRK, ERNEST, Rodley, nr Leeds, Greengrocer Leeds Pet  
Dec 22 Ord Dec 22  
LANGDON, JOHN, Liverpool, Fruit Merchant Liverpool  
Pet Nov 28 Ord Dec 22  
FEDLEY, FRANK WOODWARD, Longton, Staffs, Innkeeper  
Hanley Pet Dec 20 Ord Dec 20  
PLASTOW, HENRY, Conisborough, Yorks, Labour Contractor  
Sheffield Pet Dec 21 Ord Dec 21  
POULTON, BERTHA, Chapel st, Islington, Draper High  
Court Pet Dec 21 Ord Dec 21  
RAVENSCROFT, BIRKBECK MULKERN, St Albans St Albans  
Pet Oct 12 Ord Dec 14  
ROBERTS, JOHN HENRY, Portmadoc, Draper Portmadoc  
Pet Dec 21 Ord Dec 21  
RUSCH, VIOLET ELAINE, Trebovir rd, Earl's Court, Board-  
ing house Keeper High Court Pet Oct 15 Ord Dec 21  
SHEARSTONE, GEORGE, Sheffield, Pawnbroker Sheffield  
Pet Dec 7 Ord Dec 21  
SHUSSELL, PAUL, Aldermanbury High Court Pet Nov 6  
Ord Dec 17  
SKELTON, TOM, Pickering, Yorks, Farmer Scarborough  
Pet Dec 20 Ord Dec 20  
SPRAGG, WILLIAM JOSEPH, Reading, Licensed Victualler  
Reading Pet Dec 6 Ord Dec 21  
SWANE, ERNEST ALBERT, Totland, I of W, Architect New-  
port and Hyde Pet Dec 21 Ord Dec 21  
TAYLOR, EDGAR, Huddersfield Huddersfield Pet Dec 22  
Ord Dec 22  
THOMPSON, SAMUEL, Cradley, Worcester, Anchor Striker  
Stourbridge Pet Dec 21 Ord Dec 21  
TAYLOR, WILLIAM, Landport, Portsmouth, Contractor  
Portsmouth Pet Dec 21 Ord Dec 21  
WALSH, JOHN, South Rialan, Barracks, Devonport  
Falmouth Pet May 28 Ord Dec 30  
WALKER, ROBERT ROWLAND, Catford, Pianoforte Dealer  
Greenwich Pet Oct 19 Ord Dec 18  
WILLS, WILLIAM JOHN, and ARTHUR HOWARD IRONMONGER  
SOLA, The Mall, Basing, Contractors Brentford Pet  
Nov 27 Ord Dec 30  
WING, CHRISTOPHER HENRY, Midhurst, Sussex, Auctioneer  
Farnmouth Pet Oct 1 Ord Dec 21  
WINGATE, SIDNEY, Penn, Staffs, Professional Golfer  
Wolverhampton Pet Dec 21 Ord Dec 22

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